

Recorded: 5/14/2025 at 3:56:13.0 PM
County Recording Fee: \$12.00
Iowa E-Filing Fee: \$3.22
Combined Fee: \$15.22
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 1224

Prepared by Paul P. Morf, Simmons Perrine Moyer Bergman PLC
and return to: 115 Third Street SE - Suite 1200, Cedar Rapids, Iowa 52401 (319) 366-7641
SPACE ABOVE THIS LINE FOR RECORDER

TRUSTEE'S AFFIDAVIT

RE: **See Exhibit "A" attached hereto and incorporated herein by reference (page 2)**

STATE OF IOWA, COUNTY OF LINN, ss:

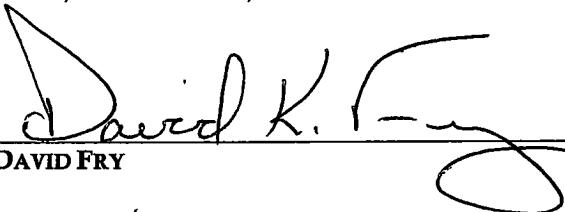
I, **DAVID FRY**, being first duly sworn (or affirmed) under oath, state of my personal knowledge that:

1. Laura Ann Fry, Kenneth L. Fry, David Fry, and Audrey Ollinger are the current Co-Trustees under the Laura Ann Fry Revocable Trust originally dated May 22, 1998, as most recently Amended and Restated on May 7, 2025, to which the above-described real estate was conveyed to the trust by Special Warranty Deed recorded on July 26, 2023, in Book 2023 on page 1748 of the records of the Delaware County, Iowa Recorder.

2. Laura Ann Fry, Kenneth L. Fry, David Fry, and Audrey Ollinger are the presently existing Co-Trustees under the Trust and are authorized to convey without any limitation or qualification whatsoever.

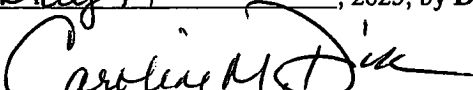
3. The Trust is in existence and Laura Ann Fry, Kenneth L. Fry, David Fry, and Audrey Ollinger, as Co-Trustees, are authorized to transfer the interest in the real estate as described above free and clear of any adverse claims.

4. Laura Ann Fry is the grantor of the trust, is not deceased, and the Trust is revocable.



DAVID FRY

Subscribed and Sworn to before me on May 14, 2025, by **DAVID FRY**.



Notary Public in and for said State
My Commission Expires: 1/20/28

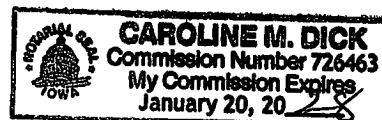


EXHIBIT "A"
LEGAL DESCRIPTION

Undivided one-half interest in and to:

Lot 6 of Hartwick Lake Club West 2nd Subdivision Part of the S ½ of Section 24, together with all easements and servient estates appurtenant thereto, including those hereinafter specifically mentioned and Buyer assumes any and all affirmative duties in connection therewith, same to run with the real estate, ALL IN T88W, R5 West of the Fifth P.M., Delaware County, Iowa.

Grantor agrees to grant a public easement over all roads necessary to obtain access to the above described premises. Grantee agrees to become a member of an organization of lot owners in the area for the purpose of providing road maintenance until such items are furnished by a public authority, if ever. All lot owners shall maintain the road on a pro rate foot frontage basis or by lake home as the majority of the association decide. If no residence is built on this property, there should not be any added road fee if the owners of this lot have a residence in the area and are paying a road fee. Once a residence is built on said lot, there should be a road fee for said lot. Grantees do have to maintain a fence on lot line to hold cattle if adjacent pasture is used.

Hartwick Lake Club West 2nd Subdivision, the area adjacent to Lots 7, 8, 9, 10, 11, 12 and 16 of Hartwick Lake Club West Subdivision part of the Southeast quarter of the Southwest quarter of Section Twenty-four, Township Eighty-eight North, Range five West of the fifth principal meridian, Delaware County, Iowa, which includes the above-described real estate being conveyed by this Deed, is subject to the Protective Covenants and Restrictions of Hartwick Lake Club West Subdivision, with the clarification that the wording in paragraph marked number 1 on the first page of said Protective Covenants and Restrictions does not restrict the storage of any motor home or mobile home that may be stored on said Lot 6. The intent of this restriction is to restrict the use of mobile homes as a residence set up for use in this Subdivision.

These said Covenants are recorded in Book V, Page 147 in the Recorder's office of the Delaware County Recorder.