

Recorded: 5/14/2025 at 3:56:14.0 PM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.50  
Combined Fee: \$30.50  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2025 PG: 1225

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**

Address Tax Statements: Kenneth and Laura Fry: 9120 Milburn Rd NE, Cedar Rapids, IA 52411

**TRUSTEE WARRANTY DEED**

For the consideration of one dollar and other valuable consideration, **LAURA ANN FRY, KENNETH L. FRY, DAVID FRY, AND AUDREY OLLINGER, AS CO-TRUSTEES OF THE LAURA ANN FRY REVOCABLE TRUST DATED MAY 22, 1998, AS MOST RECENTLY AMENDED AND RESTATED ON MAY 7, 2025**, as it may be further amended from time to time, does hereby convey to **KENNETH L. FRY, LAURA ANN FRY, DAVID FRY, AND AUDREY OLLINGER, AS CO-TRUSTEES OF THE KENNETH L. FRY REVOCABLE TRUST DATED MAY 22, 1998, AS MOST RECENTLY AMENDED AND RESTATED ON MAY 7, 2025**, as it may be further amended from time to time, the following described real estate in Delaware County, Iowa:

**See Exhibit "A" attached hereto and incorporated herein by reference (page 4)**

together with and subject to covenants, conditions, restrictions and easements of record.


The grantor hereby covenants with grantee, and successors in interest, that grantor holds the real estate by title in fee simple; that grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantor covenants to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

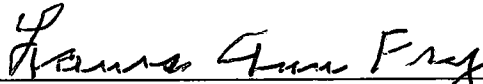
The grantor further warrants to the grantee all of the following: That the trust pursuant to which the transfer is made is duly executed and in existence; that to the knowledge of the grantor the person creating the trust was under no disability or infirmity at the time the trust was created; that the transfer by the trustee to the grantee is effective and rightful; and that the trustee knows of no facts or legal claims which might impair the validity of the trust or the validity of the transfer.


This deed represents a transfer of real estate for consideration less than \$500 and is therefore exempt from transfer tax pursuant to Iowa Code Section 428A.2(21), and for the same reason is exempt from the requirements of a declaration of value and a groundwater hazard statement. Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

*(Signature page to follow)*

Dated: May 7, 2025

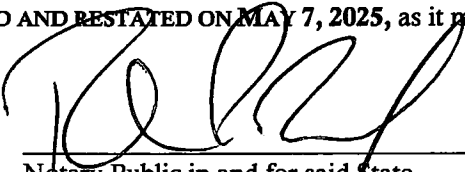
  
KENNETH L. FRY, AS CO-TRUSTEE OF THE LAURA ANN  
FRY REVOCABLE TRUST DATED MAY 22, 1998, AS MOST  
RECENTLY AMENDED AND RESTATED ON MAY 7, 2025

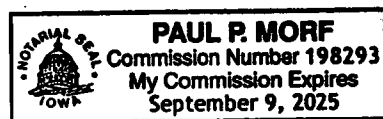
  
LAURA ANN FRY, AS CO-TRUSTEE OF THE LAURA ANN  
FRY REVOCABLE TRUST DATED MAY 22, 1998, AS MOST  
RECENTLY AMENDED AND RESTATED ON MAY 7, 2025

  
AUDREY OLLINGER, AS CO-TRUSTEE OF THE LAURA ANN  
FRY REVOCABLE TRUST DATED MAY 22, 1998, AS MOST  
RECENTLY AMENDED AND RESTATED ON MAY 7, 2025

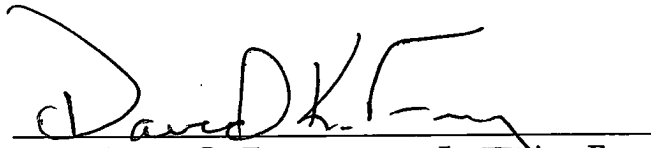
STATE OF IOWA, COUNTY OF LINN, ss:

This instrument was acknowledged before me on the 7th day of May, 2025 by LAURA ANN FRY, KENNETH L. FRY, AND AUDREY OLLINGER, AS CO-TRUSTEES OF THE LAURA ANN FRY REVOCABLE TRUST DATED MAY 22, 1998, AS MOST RECENTLY AMENDED AND RESTATED ON MAY 7, 2025, as it may be further amended from time to time.

  
Notary Public in and for said State  
My Commission Expires:

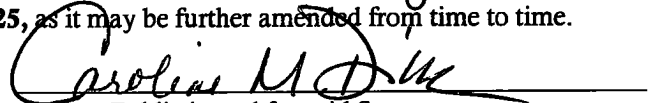


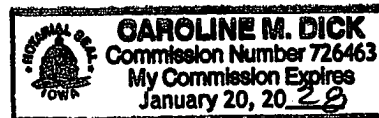
Dated: May 14, 2025

  
DAVID FRY, AS CO-TRUSTEE OF THE LAURA ANN FRY  
REVOCABLE TRUST DATED MAY 22, 1998, AS MOST  
RECENTLY AMENDED AND RESTATED ON MAY 7, 2025

STATE OF IOWA, COUNTY OF LINN, ss:

This instrument was acknowledged before me on the 14th day of May, 2025 by DAVID  
FRY, AS CO-TRUSTEE OF THE LAURA ANN FRY REVOCABLE TRUST DATED MAY 22, 1998, AS MOST  
RECENTLY AMENDED AND RESTATED ON MAY 7, 2025, as it may be further amended from time to time.

  
Notary Public in and for said State  
My Commission Expires: 1/20/2028



**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.