

523044

## WARRANTY DEED

STATE BAR OF WISCONSIN FORM 2 — 1082

VOL 0638 PAGE 917

THIS SPACE RESERVED FOR RECORDING DATA

Received for Record

SEP 09 1994

At 10:00 o'clock

Bonnie Halberg, Register of Deeds  
Polk County WI*Bonnie Halberg*

RETURN American Investment Co.

P.O. Box 95

DeSoto, WI 54624

AMERICAN INVESTMENT COMPANY, A WISCONSIN PARTNERSHIP;  
TRADE NAME NO. 27235conveys and warrants to Carol Jean Johnstad, trustee  
of the Carol Jean Johnstad Revocable Trust  
dated 10-15-92the following described real estate in Polk County,  
State of Wisconsin:

Tax Parcel No: .....

See attached sheet for legal description

TRANSFER

\$ 57.00

FEE

This is non-marital property for James W. Smith  
and Thomas D. White.

This is not homestead property.  
 (is) (is not) Municipal and zoning ordinances, and recorded easement(s) for  
 Exception to warranties: public utilities serving the property, recorded building and  
 use restrictions and covenants, general taxes levied in the  
 year of closing, and any liens and encumbrances created by the grantee.

Dated this 24th day of August

American Investment Company, by:

(SEAL)

(SEAL)

James W. Smith

(SEAL)

(SEAL)

Thomas D. White

## AUTHENTICATION

Signature(s) .....

authenticated this 24th day of August, 1994

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,  
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

John P. Ebben, Attorney

(Signatures may be authenticated or acknowledged. Both  
are not necessary.)

(BA) BLSM CRK 10 LM

## ACKNOWLEDGMENT

STATE OF WISCONSIN

Barron

County.

ss.

Personally came before me this 24th day of  
 August, 1994, the above named  
 James W. Smith  
 Thomas D. White

to me known to be the person(s) who executed the  
 foregoing instrument and acknowledge the same.

Lynelle K. Myers

Notary Public Barron County, Wis.  
 My Commission is permanent. (If not, state expiration  
 date: November 23, 1997)

## PARCEL 10

A parcel of land located in the Southeast Quarter of the Southeast Quarter, Section 27, Township 34 North, Range 17 West, Town of Balsam Lake, County of Polk, State of Wisconsin and more particularly described as follows:

Commencing at the Southeast Corner of Section 27; THENCE N01°39'41"W 1207.34 feet to the Southeast Corner of the Northeast Quarter of the Southeast Quarter; THENCE S08°43'04"W 776.65 feet along the South line of the Northeast Quarter of the Southeast Quarter being the Point of Beginning; THENCE S01°39'41"E 1210.07 feet to a point on the northerly right-of-way line of U.S. Highway 8; THENCE S01°23'59"W 87.65 feet along said right-of-way line; THENCE S09°15'33"W 437.98 feet along said right-of-way line; THENCE N01°15'02"W 50.66 feet along said right-of-way line; THENCE S09°14'22"W 14.20 feet along said right-of-way line to a point on the West line of the Southeast Quarter of the Southeast Quarter; THENCE N01°42'17"W 1166.31 feet along the West line of the Southeast Quarter of the Southeast Quarter to the Northwest Corner of the Southeast Quarter of the Southeast Quarter; THENCE N08°43'04"E 539.66 feet along the North line of the Southeast Quarter of the Southeast Quarter to the Point of Beginning. This parcel contains 656,315 square feet (15.07 acres) and is subject to easements and restrictions of record.

Subject to and together with a 66 foot wide ingress-egress and utility easement, the center-line of which is described as follows: Commencing at the Southeast Corner of said Section 27; THENCE S08°19'35"W 1128.76 feet along the South line of said section; THENCE N03°33'00"E 76.53 feet to the north right-of-way line of U.S. Highway 8 and the Point of Beginning; THENCE continuing N03°33'00"E 118.91 feet; THENCE S03°29'31"E 337.80 feet; THENCE N03°29'31"W 544.36 feet and there terminating. The side lines of said easement shall be shortened or lengthened as necessary to terminate in the easterly and westerly lines of the parcel herein described.

The above described property is further subject to the following:

PROTECTIVE COVENANTS

The Grantees, for themselves, their heirs and assigns, agree that:

1. The use and/or storage of campers and other recreational vehicles shall be permitted to the extent allowed under the County Zoning Regulations, but is further subject to the following provisions: Unhoused storage of campers and other recreational vehicles is prohibited between December 1 and April 30.
2. Mobile homes and buses shall not be permitted on the premises. "Mobile homes" includes any structures previously licensed or titled as permanent dwellings, whether placed on a foundation or not.
3. The Grantees, for themselves, their heirs, and assigns, shall not permit unregistered or abandoned vehicles, trash or junk to remain on said premises.
4. All structures shall have exterior finish, clapboard siding, shingles, masonry, or equal quality finish. There is to be no tar paper, tar shingles, or tar paper siding allowed.
5. Any primary residential structure must have a minimum 500 square feet of living space.
6. All structures erected shall be promptly and expeditiously completed on their exterior, including paint or stain, on any exterior surface above the foundation within 6 months after construction is commenced.
7. Should any improvements on the premises be damaged by casualty, or become unsightly through wear and tear, the same will be promptly razed, or restored to a neat exterior appearance in line with the building requirements above set forth.
8. The land is restricted against commercial timbering and commercialization.
9. No advertising signs of any nature, including "For Sale" signs, shall be placed upon the premises.
10. The foregoing protective covenants may be superseded by previously recorded restrictive covenants or by local and county zoning regulations.