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Recorded: 02/23/2006 at 12:46:05 PM  
Fee Amt: \$22.80 Page 1 of 3  
Revenue Tax: \$0.80  
Scott County Iowa  
Rita A. Vargas Recorder

File **2006-00005847**

**WARRANTY DEED**  
**THE IOWA STATE BAR ASSOCIATION**  
Official Form No. 335  
**Recorder's Cover Sheet**

**Preparer Information:**

Catherine E. E. Hult, Lane & Waterman LLP, 220 North Main Street, Davenport, IA 52801  
Phone: (563) 324-3246

**Taxpayer Information**

Mississippi Retail Partners, L.P., c/o J&T Development, L.L.C.  
10642 West 115th Street, Overland Park, KS 66216

**Return Document To:**

Catherine E. Hult, Lane & Waterman LLP, 220 North Main Street, Davenport, IA 52801

**Grantors:**

RCPA Development Co., L.L.C., an Iowa Limited Liability Company

**Grantees:**

Mississippi Retail Partners, L.P.

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**



Catherine E. E. Hult ISBA No. 16237

## Warranty Deed

For the consideration of Ten (\$10.00) Dollar(s) and other valuable consideration, RCPA Development Co., L.L.C., an Iowa limited liability company, does hereby Convey to Mississippi Retail Partners, L.P., the following described real estate in Scott County, Iowa:

Commercial Unit in Mississippi Lofts, a Condominium, in the City of Davenport, Scott County, Iowa, as shown and as legally described in Declaration of Submission of Property to Horizontal Property Regime of Mississippi Lofts, recorded as Document No. 2006-00003341 in the Office of the Recorder of Scott County, Iowa, on January 31, 2006, including an undivided interest in and to the general common elements and facilities of the Condominium Regime. Such Horizontal Property Regime affecting the real estate described as Lots 1, 2 and 3 in Block 57, in LeClaire's Second Addition to the Town (now City) of Davenport, Scott County, Iowa.

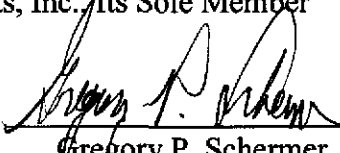
Grantor does hereby covenant with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantor covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated. The undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: February 9, 2006

**RCPA DEVELOPMENT CO., L.L.C.**  
An Iowa Limited Liability Company

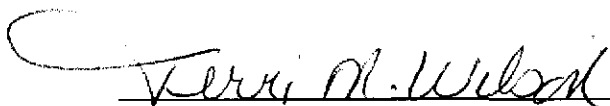
By: River Center for the Performing  
Arts, Inc. Its Sole Member

By   
\_\_\_\_\_  
Gregory P. Schermer, President

STATE OF IOWA )  
COUNTY OF SCOTT )

SS:

On this 9<sup>th</sup> day of February, 2006, before me, the undersigned, a Notary Public in and for said State personally appeared Gregory P. Schermer, to me personally known, who, being by me duly sworn, did say that that person is the President of River Center for the Performing Arts, Inc., the Sole Member of said RCPA Development Co., L.L.C., that said instrument was signed on behalf of said RCPA Development Co., L.L.C. by authority of its Sole Member and the said Gregory P. Schermer acknowledged the execution of said instrument to be the voluntary act and deed of said RCPA Development Co., L.L.C. by it voluntarily executed.

  
\_\_\_\_\_  
Notary Public in and for said  
County and State

(NOTARIAL SEAL)

