AGREEMENT FOR ALTERNATIVE NON-JUDICIAL VOLUNTARY FORECLOSURE

Agreement made this 24 day of April, 1991, between Farmers & Merchants Savings Bank, an Iowa Banking Corporation, organized and existing under the laws of the State of Iowa, hereinafter referred to as Mortgagee and Paul R. Petersen, Jr., an individual, hereinafter referred to as Mortgagor; the parties agree as follows:

1. That on the 29th day of January, 1990, Mortgagor made, executed and delivered to Mortgagee a Promissory Note and Mortgage in the pricipal sum of $23,160.00 as shown in the records of the office of the Delaware County Recorder, Book 25, T.L.M., Page 241 and filed of record on the 31st day of January, 1990.

2. The Mortgagee and Mortgagor wish to avail themselves of the Alternative Non-Judicial Voluntary Foreclosure Proceeding as allowed by Iowa Code Section 654.18 et seq.

3. The Mortgagor, Paul Robert Petersen, Jr., shall convey to the Mortgagee, Farmers & Merchants Savings Bank, all interest in the following described real estate, which is subject to the Mortgage, to-wit:

> The North eighty (80.0) feet of the West one-half (W½) of Lot Six Hundred Forty Nine (649), and the North eighty (80.0) feet of the East two-thirds (E 2/3) of Lot Six Hundred Fifty (650), Manchester, Iowa, according to plat recorded in Book I L.D., Page 284

4. The Mortgagee, Farmers & Merchants Savings Bank, shall and will accept the Mortgagor's conveyance and in exchange therefore, waive any right to a deficiency or other claim against the Mortgagor arising from the Mortgage and Promissory Note.

5. The Mortgagee, Farmers & Merchants Savings Bank, shall have and is granted pursuant to this Agreement, immediate access to the real estate for purposes of maintaining and protecting the property.

FILE No. 97-2755
RECORDING FEE $ 40.00
TRANSFER FEE $

FILED FOR RECORD THE 22 DAY OF May, 1991 AT 11:40 O'CLOCK A M. BOOK 2 PAGE 173

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Misc.

6. The Mortgagor and Mortgagee, shall and will file this Agreement as executed by them with the Delaware County Recorder, said County being the County in which the real estate is located, stating that the Mortgagor and Mortgagee have elected to follow the Alternative Non-Judicial Voluntary Foreclosure procedure pursuant to Iowa Code Section 654.18.

7. The Mortgagee, Farmers & Merchants Savings Bank, shall send by certified mail, a notice of the election to all junior lien holders as of the date of the conveyance set forth herein, stating that the junior lien holders have thirty (30) days from the date of mailing to exercise any rights of redemption. The notice will also be given in the manner prescribed by Section 656.3 by publication once each week for three consecutive weeks in the Manchester Press, said paper published in the County where the real estate is located, in which case the junior lien holders have thirty (30) days from the third publication to exercise any right of redemption.

8. Attached hereto and identified as Exhibit "A" and incorporated herein by this reference, is copy of Disclosure and Notice of Cancellation; Mortgagor acknowledges receipt of a completed form in duplicate, captioned "Disclosure and Notice of Cancellation" in ten point bold face type in the form required by Iowa Code Section 654.18.

9. The Mortgagee shall file with the Delaware County Recorder, an Affidavit from the publisher of the Manchester Press thirty days subsequent to the third publication of Notice of the Alternative Non-Judicial Voluntary Foreclosure Procedure, stating that said Notice was published for three consecutive weeks in the Manchester Press.

10. The Mortgagor shall file an Affidavit within six business days after the date of this Agreement, stating that he has not elected to cancel this transaction pursuant to the provisions of Section 654.18 of the Iowa Code.

IN WITNESS WHEREOF, Paul Robert Petersen has executed this Agreement at Zion, Illinois, on the ~~24~~ day of April, 1991.

Paul Robert Petersen, Jr.

STATE OF ILLINOIS)
)ss.
COUNTY OF Lake)

I, Paul Robert Petersen, Jr., being first duly sworn on oath, state that I have read the foreging Agreement for Alternative Non-Judicial Voluntary Foreclosure, and the statements and allegations contained therein are true and correct to the best of my present knowledge, belief and information.

Paul Robert Petersen, Jr.

Subscribed and sworn to before me this 24th day of April, 1991.

DEBRA L. RUTLEDGE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JULY 25,1995

Notary Public in and for the State of Illinois
Debra L. Rutledge

IN WITNESS WHEREOF, Farmers & Merchants Savings Bank has executed this Agreement at Manchester, Iowa, on this 21 day of May, 1991.

FARMERS & MERCHANTS SAVINGS BANK

By _____
Michael W. Dunn, President

By _____
Gerald T. Burke, Vice President

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 21 day of May, A.D. 19 91, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael W. Dunn and Gerald T. Burke, to me personally known, who, being by me duly sworn, did say that they are the President and Vice President, respectively, of said corporation executing the within and foregoing instrument **to which this is attached,** that ~~(no seal has been procured by the said)~~ corporation; that said instrument was signed **(and sealed)** on behalf of (the seal affixed thereto is the seal of said)

said corporation by authority of its Board of Directors; and that the said President and Vice President as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

NOTARIAL SEAL
MARLYS E. REES
MY COMMISSION EXPIRES
8-31-92

_____
Marlys E. Rees
_____, Notary Public in and for said County and State.

IOWA STATE BAR ASSOCIATION
Official Form No. 12 (Trade-Mark Registered, State of Iowa, 1967)
Current January, 1981

(Sections 558.39 and 558.39, Code of Iowa)

EXHIBIT "A"

DISCLOSURE & NOTICE OF CANCELLATION

_____day of _____, 1991

Under a forced foreclosure Iowa law requires that you have the right to reclaim your property within one year of the date of the foreclosure and that you may continue to occupy your property during that time. If you agree to voluntary foreclosure under this procedure you will be giving up your right to reclaim or occupy your property.

Under a forced foreclosure, if your mortgage lender does not receive enough money to cover what you owe when the property is sold, you will still be required to pay the difference. If your mortgage lender receives more money than you owe, the difference must be paid to you. If you agree to a voluntary foreclosure under this procedure you will not have to pay the amount of your debt not covered by the sale of your property but you also will not be paid any extra money, if any, over the amount you owe.

NOTE: There may be other advantages and disadvantages, including an effect on your income tax liability, to you depending on whether you agree or do not agree to a voluntary foreclosure. If you have any questions or doubts, you are advised to discuss them with your mortgage lender or an attorney.

You may cancel this transaction, without penalty or obligation, within five business days from the above date.

This transaction is entirely voluntary. You cannot be required to sign the attached foreclosure agreement.

This voluntary foreclosure agreement will become final unless you sign and deliver or mail this notice of cancellation to Farmers & Merchants Savings Bank, 101 East Main Street, Manchester, Iowa, 52057, before midnight of the _____ day of _____, 1991.

I HEREBY CANCEL THIS TRANSACTION.

_____ _____

Date Paul Robert Petersen, Jr.

AFFIDAVIT OF MAILING NOTICE OF ELECTION OF ALTERNATIVE NON-JUDICIAL VOLUNTARY FORECLOSURE PROCEDURE

STATE OF IOWA)
)ss.
COUNTY OF DELAWARE)

The undersigned, first being duly sworn, states that on the 22nd day of May, 1991, she personally mailed to each of the following named persons a Notice of Election of Alternative Non-Judicial Voluntary Foreclosure Procedure, a true copy of which Notice is attached hereto and made a part hereof by certified mail, each such Notice, together with other enclosures if so indicated above, being mailed in a sealed envelope with proper postage thereon, addressed to said persons respectively, at their last known post office address, by depositing the same on said date in the United States Post Office mail recepticle in said county, to-wit:

Samanth M. Petersen, a Minor Child, by Connie I. Petersen, her mother and next friend, c/o Child Support Recovery Office, 4th Floor, KWWL Building, PO Box 2635, Waterloo, Iowa 50704.

This Affidavit is made in connection with the following described real estate in Delaware County, Iowa, to-wit:

The North eighty (80.0) feet of the West one-half (W½) of Lot Six Hundred Forty Nine (649), and the North eighty (80.0) feet of the East two-thirds (E 2/3) of Lot Six Hundred Fifty (650), Manchester, Iowa, according to plat recorded in Book I L.D., Page 284

DANIEL H. SWIFT
MY COMMISSION EXPIRES
November 1, 1993

Amy J. Blumer

Subscribed and sworn to before me this 22nd day of May, 1991

Notary Public in and for the State of Iowa.
Daniel H. Swift

NOTICE OF ELECTION OF ALTERNATIVE NON-JUDICIAL VOLUNTARY FORECLOSURE PROCEDURE

TO: Samantha M. Petersen, a Minor Child, by Connie I. Petersen, her mother and next friend, c/o Child Support Recovery Office, 4th Floor, KWWL Building, PO Box 2635, Waterloo, Iowa, 50704

You are hereby notified that Farmers & Merchants Savings Bank, an Iowa Banking Corporation, organized and existing under the laws of the State of Iowa, and Paul Robert Petersen, Jr., have entered into an Alternative Non-Judicial Voluntary Foreclosure Procedure Agreement which bears the date of the 24th day of April, 1991.

You are further notified that you have thirty (30) days from the date of the mailing of this Notice to you or from the date of the third publication of this Notice, whichever is later, to exercise any rights of redemption that you may have in connection with the following described real estate, to-wit:

> The North eighty (80.0) feet of the West one-half (W½) of Lot Six Hundred Forty Nine (649), and the North eighty (80.0) feet of the East two-thirds (E 2/3) of Lot Six Hundred Fifty (650), Manchester, Iowa, according to plat recorded in Book I L.D., Page 284

You are further notified that any lien, claim or interest, that you may have in the above-described real estate, is junior and inferior to the Mortgage held by Farmers & Merchants Savings Bank, dated January 29, 1990 and filed January 31, 1990 in Book 25, T.L.M., Page 241, in the office of the records of the Delaware County Recorder, Delaware County, Iowa.

You are further notified that as a junior lien holder, you may redeem the real property pursuant to Section 628.29 of the Iowa Code by payment to the Mortgagee, Farmers & Merchants Savings Bank, of the amount of the debt secured by their Mortgage, including any protective advances made pursuant to Chapter 629 of the Iowa Code. Upon payment, the Mortgagee shall convey the property by Special Warranty Deed to the redeeming junior lien holder.

If a junior lien holder fails to redeem its lien as provided in Section 654.18(1) of the Iowa Code, your lien shall be removed from the property pursuant to the operation of the laws of the State of Iowa.

You may govern yourself accordingly.

FARMERS & MERCHANTS SAVINGS BANK

By _____
Michael W. Dunn, President

By _____
Gerald T. Burke, Vice President

SWIFT & SWIFT

By _____
Daniel H. Swift
Attorney at Law
108 North Madison Street
PO Drawer D
Manchester, Iowa 52057