STATE OF IOWA)
ss)
COUNTY OF DELAWARE)

ESTOPPEL AFFIDAVIT

Allen Howard Rudy and Margaret Anne Rudy, husband and wife, being first duly sworn deposes and says:

That they are the identical parties who made, executed and delivered that certain deed to THE FEDERAL LAND BANK OF OMAHA, signed the 12th day of December, 1991 , conveying the following described property, to wit:

	SEC.	TWP.	RG.
N½ NW¼- - - - - - - - - - - - - - - - - -	29		
N½ NE¼; and E½ NW¼- - - - - - - - - - - -	30		
All in - - - - - - - - - - - - - - - - -		90N	5 W 5th P.M.
NE¼ SW¼; and NW¼ SE¼; and E½ SE¼ (except the North 575 feet of the South 1,649 feet of the East 462 feet thereof)- - -	13	89N	6 W 5th P.M.

That the aforesaid deed was an absolute conveyance of the title to said premises to the grantee named therein in effect as well as in form, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to the said grantee; that the consideration in the aforesaid deed was and is the release of personal liability of Allen Howard Rudy, the sole obligor on the Federal Land Bank promissory notes.

That this affidavit shall constitute an agreement within the meaning of Iowa Code chapter 654.19 and shall be considered a transfer of agricultural land by a mortgagor to a mortagee in satisfaction of all or part of the mortage or obligation and the mortgagor has not been granted a right to repurchase the property.

That the aforesaid deed and conveyance was made by these deponents as the result of their request that the grantee accept such deed and was their free and voluntary act; that said deed was not given as a preference against any other creditors of the deponents or either of them; that at the time it was given, there was no other person or persons, firms or corporations, other than the grantee therein named, interested, either directly or indirectly, in said premises; that these deponents have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said deed; and that deponents in offering to execute the aforesaid deed to the grantee therein, and in executing same, were not acting under any misapprehension as to the effect thereof, nor under any duress, undue influence, or misrepresentation by the grantee or the agent or attorney of the grantee in said deed, and that it was the intention of these deponents as grantors in said deed to convey and by said deed these deponents did convey to the grantee therein all their right, title and interest absolutely in and to the premises described in said deed.

This affidavit is made for the protection and benefit of the aforesaid grantee in said deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

DATE: December 12, 1991

Allen Howard Rudy
Allen Howard Rudy

Margaret Anne Rudy
Margaret Anne Rudy

FILE No. 144-1535
RECORDING FEE $ 10.00
TRANSFER FEE $

FILED FOR RECORD THE 13 DAY OF December, 19 91 AT 8:50 O'CLOCK A. M. BOOK 17 PAGE 14

STATE OF IOWA, DELAWARE COUNTY
Jane A Lloyd, Recorder
AFF

STATE OF IOWA

ss

COUNTY OF DELAWARE

On this 12 day of December, 1991 , before me, a Notary Public in and for said county and state, personally appeared Allen Howard Rudy and Margaret Anne Rudy, husband and wife, to me known to be the persons named in and who executed the foregong instrument, and acknowledged that they executed the same as their voluntary act and deed.

JOSEPH A. PEIFFER
Iowa
NOTARIAL SEAL

Joseph A. Peiffer
Notary Public in and for said
County and State

My Commission expires February 1, 1993.