NONJUDICIAL VOLUNTARY FORECLOSURE
AGREEMENT

1. Craig S. Johnson, (the mortgagee) and Keith S. Johnson (the mortgagor) mutually agree to the foreclosure of property legally described as follows:

The Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Thirty-Five (35), and the West seven (7) acres of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), except the cemetery described as commencing at a point four hundred forty-seven and four-tenths (447.4) feet North of the Southwest corner of said Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), thence North along the West line of said Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) two hundred eighty-two (282) feet, thence East two hundred thirty-one (231) feet, thence South two hundred eighty-two (282) feet, thence West two hundred thirty-one (231) feet to the point of beginning, and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), and the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Thirty-Six (36), all in Township Eighty-Eight (88) North, Range Five (5), West of the Fifth P.M.
SUBJECT TO EASEMENTS OF RECORD.

121-191

2. The mortgagee and the mortgagor agree to the acceleration of all sums due and payable under the mortgage. The obligation of paying these sums will be met by deeding to Craig S. Johnson the above-described property together with Keith S. Johnson's irrevocable assignment of his right to the C.R.P. payments from the property.

3. The mortgagee hereby accepts the mortgagor's conveyance of the property and his irrevocable assignment of the rights to C.R.P. payments and waives any rights to a deficiency or other claim against the mortgagor arising from the mortgage.

4. The mortgagee shall have immediate access to the real property for the purposes of maintaining and protecting the property.

5. The mortgagor and mortgagee agree to file this jointly executed document with the Delaware County Recorder, stating that the mortgagor and mortgagee have elected to follow the alternative voluntary foreclosure procedures pursuant to Section 654.18 of the Code of Iowa.

6. The mortgagor, Keith S. Johnson, waives any and all right he may have to mediation and to any rights he may have under the Agricultural Credit Act of 1987.

Craig S. Johnson
Craig S. Johnson, Mortgagee

1/27/94
Date

Keith S. Johnson
Keith S. Johnson, Mortgagor

2/3/94
Date

FILE No. 21-2911
RECORDING FEE $ 11.00
TRANSFER FEE $

FILED FOR RECORD THE 25 DAY OF Mar, 1994 AT 3:14 O'CLOCK P. M. BOOK 4 PAGE 213

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

ACKNOWLEDGMENTS

State of Illinois )
) ss:
County of Boone )

On this 27 day of January, 1994, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Craig S. Johnson to me known to be the identical person named in and who executed the foregoing document and acknowledged that he executed the same as his voluntary act and deed.

"OFFICIAL SEAL"
Linda L. Crank
Notary Public, State of Illinois
My Commission Expires 5/23/94

Linda L. Crank

Notary Public in and for the State of Illinois

State of Iowa )
) ss:
County of Delaware )

On this 3 day of ~~January~~ February, 1994, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Keith S. Johnson to me known to be the identical person named in and who executed the foregoing document and acknowledged that he executed the same as his voluntary act and deed.

FRANCIS WM. HENKELS
Notary Public in and for the State of Iowa