AFFIDAVIT

In Re: 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.

STATE OF IOWA)
)ss:
COUNTY OF LINN)

The undersigned, being first duly sworn, states that on the 11th day of February, 1994. I personally mailed to each of the following a Notice of Agreement of Alternative Nonjudicial Voluntary Foreclosure Procedure (a true copy of which Notice is attached hereto and made a part hereof), by certified mail, each notice being mailed in a sealed envelope with proper postage thereof, addressed to each person or business at their last known Post Office addresses, by depositing the same on said date in the United States Post Office mail receptacle in said County, to-wit:

R. W. Nieman
Delaware County Clerk of Court
Courthouse
301 E. Main Street
Manchester, Iowa 52057

Xanthea Johnson
R. R. #2
Delhi, Iowa 52223

A copy of the return receipt from R. W. Nieman is attached, but the Notice sent to Xanthea Johnson was returned to our offices as undeliverable because her forwarding address has expired. A second Notice of Agreement of Alternative Nonjudicial Voluntary Foreclosure has been sent to the Sheriff of Delaware County on the 24th day of March, 1994, with a request that it be served on Xanthea Johnson.

The undersigned further states that the DISCLOSURE AND NOTICE OF CANCELLATION, which was delivered, in duplicate, to the Mortgagor on February 3, 1994, has not been signed by the Mortgagor and delivered or mailed to the Mortgagee.

FILE No. 21-2912
RECORDING FEE $ 36.00
TRANSFER FEE $

FILED FOR RECORD THE 25 DAY OF Mar, 19 94 AT 3:15 O'CLOCK P. M. BOOK 17 PAGE 298

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

DATED this 24 day of March, 1994.

Joseph A. Peiffer
Attorney for Craig S. Johnson

Subscribed and sworn to before me this 24th day of March, 1994

Sandra Lee Brock

SANDRA LEE BROCK
MY COMMISSION EXPIRES
3-14-97

NOTICE OF NON-JUDICIAL FORECLOSURE
PURSUANT TO IOWA CODE CHAPTER 655A

TO: R. W. Nieman
Delaware County Clerk of Court
Courthouse
301 E. Main Street
Manchester, Iowa 52057

You are hereby notified that Craig S. Johnson has elected to commence non-judicial foreclosure proceedings because of the defaults under the mortgage and promissory note originally made, executed and delivered by Keith S. Johnson and Xanthea Johnson to the Farmers Home Administration, which mortgage was purchased by Craig S. Johnson. The note was dated December 20, 1989. The mortgage was dated December 20, 1989, and was filed of record on December 20, 1989, in Book 109 at Page 227 of the records of the Delaware County Recorder's Office. The mortgage encumbered the following described property, to-wit:

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.

The defaults under the mortgage and the promissory note are as follows:

	Description	Amount
1.	Failure to make payment due January 1, 1994	$ 1,390.00
2.	Failure to pay delinquent real estate taxes as of September 1, 1993	2,990.00

WITHIN THIRTY (30) DAYS AFTER YOUR RECEIPT OF THIS NOTICE, YOU MAY REDEEM THE ABOVE-DESCRIBED REAL PROPERTY WHICH HAS BEEN FORECLOSED PURSUANT TO THE ALTERNATIVE VOLUNTARY FORECLOSURE PROCEDURE PROVIDED IN SECTION 654.18 BY PAYMENT TO CRAIG S. JOHNSON, THE MORTGAGEE, THE ENTIRE AMOUNT OF THE DEBT SECURED BY THE MORTGAGE. IF YOU WISH TO REDEEM THE PROPERTY, YOU SHOULD CONSULT

AN ATTORNEY AS TO THE PROPER MANNER TO MAKE THE REDEMPTION.

IF YOU DO NOT TAKE THE ACTION DESCRIBED ABOVE WITHIN THE THIRTY-DAY PERIOD, THE FORECLOSURE WILL BE COMPLETE AND YOU WILL LOSE TITLE TO THE MORTGAGED PROPERTY. AFTER THE FORECLOSURE IS COMPLETE, THE DEBT SECURED BY THE MORTGAGED PROPERTY WILL BE EXTINGUISHED.

Feb. 11, 1994
Date

Joseph A. Peiffer

Joseph A. Peiffer
PEIFFER LAW OFFICE
465 Brenton Financial Center
150 First Avenue, N.E.
Cedar Rapids, Iowa 52401
(319) 363-1641

ATTORNEY FOR CRAIG S. JOHNSON

Is your RETURN ADDRESS completed on the reverse side?

SENDER:
- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

R.W. NIEMAN
DELAWARE Co. CLERK OF COURT
COURTHOUSE
301 E. MAIN STREET
MANCHESTER, IA 52057

4a. Article Number
P 318 063 969

4b. Service Type
☐ Registered ☐ Insured
☑ Certified ☐ COD
☐ Express Mail ☑ Return Receipt for Merchandise

7. Date of Delivery

5. Signature (Addressee)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Agent)

MANCHESTER IA 52057 FEB 15 1994 USPS

PS Form 3811, December 1991 ☆U.S.G.P.O. 1992-352-714 DOMESTIC RETURN RECEIPT

Thank you for using Return Receipt Service.

P 318 063 969

Receipt for Certified Mail
No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

UNITED STATES POSTAL SERVICE

Sent to: R.W. NIEMAN, DELAWARE Co.	
Street and No.: 301 E. MAIN STREET	
P.O., State and ZIP Code: MANCHESTER, IA 52057	
Postage	$.29
Certified Fee	1.00
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.00
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	$2.29
Postmark or Date: 2-11-94	

PS Form 3800, June 1991

P 318 063 970

Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

UNITED STATES POSTAL SERVICE

Sent to: XANTHEA JOHNSON	
Street and No.: R.R. #2	
P.O., State and ZIP Code: DELHI, IA 52223	
Postage	$.29
Certified Fee	1.00
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.00
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	$2.29
Postmark or Date: 2-11-94	

PS Form 3800, June 1991

DISCLOSURE AND NOTICE OF CANCELLATION

2/3/94
(Date of Transaction)

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 a 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 Craig Johnson before midnight of 2/9/94.
(Date)

I HEREBY CANCEL THIS TRANSACTION.

DATE _____ SIGNATURE _____