AFFIDAVIT

RECD OCT 24 1994

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Rod K. Steiner, being first duly sworn on oath, deposes and states as follows:

1. He is employed by the Federal Deposit Insurance Corporation ("FDIC") as Senior Customer Service Representative.

2. In that capacity he has examined the records of FDIC pertaining to The National Bank, Dyersville, Iowa (the "Bank").

3. Those records show that pursuant to that certain Declaration of Insolvency and Appointment of Receiver dated April 10, 1986 (a true and correct copy of which is attached hereto as Exhibit A), the Office of the Comptroller of the Currency declared the Bank insolvent and appointed FDIC as Receiver of the Bank.

4. Those records further show that pursuant to that certain Order Approving Sale of Assets and Transfer of Liabilities of Receiver entered on April 10, 1986 by the United States District Court for the Northern District of Iowa, Eastern Division (a true and correct copy of which is attached hereto as Exhibit B), FDIC as Receiver of the Bank (the "Receiver") (i) sold certain of the assets and transferred certain of the liabilities of the Bank to American Trust & Savings Bank, Dubuque, Iowa (the "Assuming Bank") and (ii) transferred the remaining assets of the Bank which were not purchased by the Assuming Bank to FDIC in its corporate capacity.

5. Those records further show that among the assets of the Bank transferred by the Receiver to FDIC in its corporate capacity was all right, title and interest of the Bank in and to that certain Deed of Trust dated May 1, 1984 made by Douglas and Cheryl Voelker, Husband and Wife, to the Bank and recorded on May 9, 1984 in the Office of the Recorder for Delaware County, Iowa in Book 95 of File No. 179-2634 at Page 224 (a true and correct copy of which is attached hereto as Exhibit C).

FURTHER AFFIANT SAITH NOT.

Date: October 19, 1994

Rod K. Steiner

NR

Subscribed and sworn to before me this 19 day of October, 1994.

" OFFICIAL SEAL "
ALAN L. VEREN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/29/95

Notary Public

FILE No. 83-1315
RECORDING FEE $ 41.00
TRANSFER FEE $

FILED FOR RECORD THE 10 DAY OF Nov, 1994 AT 11:49
O'CLOCK A.M. BOOK 18 PAGE 56

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

UNITED STATES OF AMERICA
OFFICE OF THE COMPTROLLER OF THE CURRENCY
WASHINGTON, D.C.

Declaration of Insolvency and Appointment of Receiver

The National Bank
Dyersville, Iowa
(Charter No. 13508)

WHEREAS, from information available to this Office, I have determined that the above captioned Bank ("Bank") is insolvent and unable to meet the demands of its depositors and unable to pay its debts; and

WHEREAS, after due examination of the affairs of the Bank, I have determined that the Federal Deposit Insurance Corporation should be appointed Receiver of the Bank;

NOW THEREFORE, pursuant to the provisions of 12 U.S.C. §§ 191 and 1821(c) and the power, duty, and authority vested in me by law, I do hereby appoint the Federal Deposit Insurance Corporation as Receiver of the Bank, with all powers, duties, and responsibilities given to or imposed upon a Receiver under the provisions of the laws of the United States which authorize and direct the appointment of such Receiver.

Dean S Marriott

Dean S. Marriott
Senior Deputy Comptroller
for Bank Supervision

Dated: April 10, 1986



FILED
CEDAR RAPIDS HDQTRS OFFICE
NORTHERN DISTRICT OF IOWA

APR 10 1986

WILLIAM J. KANAK - Clerk

By .....
DEPUTY

EXHIBIT A

NORTHERN DISTRICT OF IOWA

APR 10 1986

WILLIAM J. KANAK - Clerk

By: ..... DEPUTY

UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF IOWA
EASTERN DIVISION

IN THE MATTER OF THE LIQUIDATION)
)
)
)
of)
)
THE NATIONAL BANK,)
DYERSVILLE, IOWA,)
a National Banking Association)
)

No. Misc-86-1001

ORDER APPROVING SALE OF ASSETS
AND TRANSFER OF LIABILITIES OF RECEIVER

On this the 10th day of April, 1986, came on to be considered the verified petition of the FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER of THE NATIONAL BANK, DYERSVILLE, IOWA, for authority to sell certain assets and to transfer certain liabilities of The National Bank, Dyersville, Iowa (hereinafter the "Bank"), to American Trust & Savings Bank, Dubuque, Iowa (hereinafter "Assuming Bank"), pursuant to a Purchase and Assumption Agreement; to transfer the remaining assets of the Bank which are not purchased by the Assuming Bank to the Federal Deposit Insurance Corporation in its corporate capacity pursuant to a Contract of Sale; and to permit the Federal Deposit Insurance Corporation in its corporate capacity to enter into an Indemnity Agreement to hold the Assuming Bank harmless in consideration for the Assuming Bank entering into said Purchase and Assumption Agreement. The Court, after considering said verified petition, is of the opinion and finds that the transactions for which the verified petition seeks approval are in the best

EXHIBIT B

interests of the public, the stockholders, the depositors, and other creditors of the Bank for all of the reasons set forth in the verified petition. The Court, after considering the verified petition, is also of the opinion and finds that immediate consideration by the Court of the verified petition is urgently needed to avoid adverse consequences to depositors, creditors, and stockholders of the Bank and to the public, that pursuant to 12 U.S.C. Sections 191 and 1821 and other authority, an order may be entered in connection with the verified petition without notice, and that for the reasons set forth in the verified petition it is in the best interest of the depositors, creditors, and stockholders of the bank and the public that an order authorizing and approving the transactions set forth in the verified petition be entered immediately without notice.

It is therefore ORDERED, ADJUDGED, and DECREED that the Federal Deposit Insurance Corporation, as Receiver of the Bank, be and is hereby authorized to sell and transfer to the Assuming Bank those certain assets and those certain liabilities set forth in and pursuant to the provisions, terms, and conditions of the Purchase and Assumption Agreement entered into between the Federal Deposit Insurance Corporation, as Receiver of the Bank, and the Assuming Bank, a copy of which Purchase and Assumption Agreement is attached to the verified petition as Exhibit B, and the execution of said Purchase and Assumption Agreement by the Federal Deposit Insurance Corporation, as Receiver of the Bank, is hereby approved.

It is further ORDERED, ADJUDGED, and DECREED that the Federal Deposit Insurance Corporation, as Receiver of the Bank, be and is hereby authorized to sell to the Federal Deposit Insurance Corporation in its corporate capacity all the remaining assets of the Bank pursuant to the provisions, terms, and conditions set forth in the Contract of Sale entered into between the Federal Deposit Insurance Corporation, as Receiver of the Bank, and the Federal Deposit Insurance Corporation in its corporate capacity, a copy of which Contract of Sale is attached to the verified petition as Exhibit D, and the execution of said Contract of Sale by the Federal Deposit Insurance Corporation, as Receiver of the Bank, is hereby approved.

It is further ORDERED, ADJUDGED, and DECREED that the Federal Deposit Insurance Corporation in its corporate capacity be and is hereby authorized to indemnify the Assuming Bank pursuant to the provisions, terms, and conditions of the Indemnity Agreement entered into between the Federal Deposit Insurance Corporation in its corporate capacity and the Assuming Bank, a copy of which Indemnity Agreement is attached to the verified petition as Exhibit C, and the execution of said Indemnity Agreement by the Federal Deposit Insurance Corporation in its corporate capacity is hereby approved.

It is hereby further ORDERED, ADJUDGED, and DECREED that the Federal Deposit Insurance Corporation, as Receiver of the Bank, and the Federal Deposit Insurance Corporation in its corporate capacity are hereby authorized to execute all other documents and

perform all other acts necessary, proper, or convenient to carry out the terms and provisions and otherwise to implement the intents and purposes of the aforementioned Purchase and Assumption Agreement, Contract of Sale, and Indemnity Agreement.

SIGNED AND ENTERED on this 10th day of April, 1986.

DISTRICT COURT JUDGE

0304c

EXHIBIT C

DEED OF TRUST

THIS INDENTURE, made and executed this 1st day of May, 1984,

by and between Douglas & Cheryl Voelker, Husband and Wife

of the City of Manchester, County of Delaware

and State of Iowa, first parties, and The National

Bank, with its principal office and place of business at Dyersville, Iowa, second party.

Witnesseth:

That first parties for and in consideration of the indebtedness to the second party and of the trust hereinafter created, and in further consideration of the sum of One Dollar ($1.00) and other valuable consideration to them in hand paid by the second party, receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto second party, its successors and assigns forever, the certain real estate and the appurtenances thereunto belonging, situated in the County of Delaware and State of Iowa, to-wit:

S½ of NE¼ and SE¼ of Sec. 17, T88N, R5W of 5th P.M.

For Release, See Book 103
Page 231

and also all of the rents, issues, use and profits of said land and the crops raised thereon, from date hereof until the debt secured thereby shall be paid in full, the intention being to convey hereby an absolute title in fee to the property hereinabove described, including any right of homestead and also every contingent right therein.

TO HAVE AND TO HOLD the said real estate with all appurtenances thereto, belonging unto the second party, its successors and assigns, forever, first parties hereby convenanting for themselves, their executors, administrators and assigns, that they have full right, power and authority to convey said real estate and its appurtenances, and that they will warrant and defend the title thereto unto second party, its successors and assigns, against the claims of all persons whomsoever lawfully claiming the same; and the first parties hereby relinquish all their contingent rights, including dower and homestead, which they have in and to said described real estate.

Provided always, that this conveyance is made in trust for the following uses and purposes:

To secure payment to second party, it successors or assigns, of all notes, obligations and liabilities of first parties to second party, and on which note or notes, obligations and liabilities first parties, either jointly or severally, is or are maker, endorser, surety or guarantor. The intention of first parties hereby is to cover and secure payment of any extensions or renewals of any such indebtedness or any part thereof. When all such notes, obligations and liabilities and any renewals or extensions thereof shall be fully paid, together with interest thereon, then these presents shall be void, otherwise they shall be and remain in full force and effect.

First parties hereby agree to pay all taxes and assessments, general or special, upon or against any of the real estate hereinabove described, or any part thereof, before such taxes or special assessments become delinquent and agree to keep all of the said property and the buildings thereon, insured against loss or damage by fire with extended coverage during the existence of the Deed of Trust, in at least the insurable value of such buildings in insurance companies approved by second party, its successors or assigns, and also hereby agree to deliver such insurance policies to second party as further security for the payment of the obligations herein secured. First parties also hereby agree that in the event of loss or damage of any such property by any of the hazards insured against, that the proceeds of such insurance, at the option of the second party, its successors or assigns, shall be paid to and received by second party, its successors or assigns, and applied towards payment of the obligations secured by this Deed of Trust.

It hereby expressly is agreed by and between the parties hereto and made part of this Deed of Trust that in the event of the non-payment of any of said notes, obligations and liabilities in accordance with their terms of maturity, whether such maturity be by acceleration or otherwise, or in the event of the failure of first parties to keep and perform any of the conditions, stipulations and covenants herein contained, that then the whole amount of principal and interest secured by this Deed of Trust and then unpaid shall become due and payable absolutely, at the option of second party, its successors or assigns, and without notice to first parties, suit may be brought for the collection thereof, and for the foreclosure of this Deed of Trust. It further hereby is agreed by and between the parties that second party, its successors or assigns, may, if it so elect, pay any delinquent taxes, general or special, against the above described property or any part thereof and insurance premiums and that any monies so expended shall become part of the obligations secured hereby in addition to the other notes and obligations secured hereby and shall draw interest at the rate of 14.5 percent per annum from date of such actual advancement by second party until repayment thereof to second party.

FILE No. 179-2634
RECORDING FEE $ 6.00
TRANSFER FEE $

FILED FOR RECORD THE 9 DAY OF May, 1984 AT 10:10 O'CLOCK A M. BOOK 95 PAGE 224

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
CM 30 LM

First parties hereby agree that in the event legal proceedings by foreclosure or otherwise are instituted to collect any of the notes or obligations or liabilities hereby secured, or in the event of the collection of any such notes or obligations by an attorney at law, that a reasonable attorney's fee and also the reasonable cost and expense of an abstract of title and title search shall be allowed and added to the debt secured hereby and become lien upon all of the property hereinabove described. And, first parties agree to pay such attorney's fees, abstract expense and title search expense, and such attorney's fees and expenses shall be taxed as part of the costs in any judgment or decree rendered in such proceedings. If the holder of this Deed of Trust at any time becomes involved in any legal, equitable or other proceedings involving any of the security hereinbefore mentioned, or involving the proceeds of any of such security, first parties hereby agree to pay the reasonable expenses, including attorney's fees of the holder hereof by reason thereof, and this Deed of Trust shall stand as security for all such sums.

If the property is less than ten acres in size and if the Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, then the period of redemption shall be reduced to six months. If the court finds that the Property has been abandoned by Borrower and if Lender waives any right to a deficiency judgment against Borrower, then the period of redemption from judicial sale shall be reduced to sixty days. The provisions of this paragraph shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

It is hereby further agreed that in case of default in any respect in the strict performance of any of the convenants, agreements or conditions of this Deed of Trust, that the second party, its successors or assigns, either before or on commencement of any action to foreclose this Deed of Trust, or at any time thereafter, shall be entitled to the appointment of a receiver who shall have the power to take and hold possession of the hereinabove described real estate, and rent the same and collect the rents and profits therefrom, and such rights shall in no event be barred, forfeited or retarded by reason of a judgment, decree or sale in foreclosure and the right to have such receiver appointed on application of second party, or its successors or assigns, shall exist during the statutory period of redemption, regardless of the solvency or insolvency of the first parties and regardless of the value of the afore said premises or the waste, loss or destruction of the rents and profits of said premises.

It is hereby further agreed and understood that in case the first parties default hereunder in any respect, that the second party, its successors or assigns, is authorized at its options to take immediate possession of the aforesaid real estate, or any part thereof, and to rent the said real estate and shall be liable to account to the first parties only for the net profits thereof. And it is further agreed that the taking of possession of such property by second party, its successors or assigns, as provided above shall in no manner prevent or retard the collection of the notes or obligations hereunder payable, by foreclosure or otherwise. And second party, its successors or assigns, hereby is authorized to hold or to continue such possession until the real estate is sold and if redemption of any of the property is permitted by law, then until such property has been redeemed, or until the time for redemption has expired.

Obligations of the first parties secured by this conveyance may not be assumed by a purchaser without written consent of the second party.

In case the title to any of the property covered by this Deed of Trust is attacked, first parties hereby authorize second party to employ an attorney and contest the claim, and first parties hereby agree that the reasonable attorney's fee of such attorney shall be allowed and added to the debt secured hereby, and shall become a lien upon the property covered by this Deed of Trust, and that such fees and expenses so expended shall become a part of the principal secured hereby, in addition to the notes, liabilities and obligations secured hereby and shall draw interest at the rate of 14.5 percent per annum.

IN WITNESS WHEREOF, first parties have hereunto set their hands at Dyersville, Iowa on the date first hereinabove written.

EDWARD E. YOUNG Iowa NOTARIAL SEAL

x Douglas Voelker
Douglas Voelker

x Cheryl Voelker
Cheryl Voelker

STATE OF IOWA, Dubuque County ss:

On this 1 day of May, 19 84, before me, a Notary Public in and for said State, personally appeared Douglas & Cheryl Voelker, Husband and Wife

to me personally known to be the person(s) named in and who executed the foregoing instrument and acknowledged that they executed same as their voluntary act and deed.

Notary Public in and for said State. Edward E. Young

My Commission Expires: September 30, 1984

179-2634

DELAWARE COUNTY IOWA
FILED
'84 MAY 9 AM 10 10
BOOK 95 PAGE 224
JOAN SHEPPARD
RECORDER
$6.00

Douglas Voelker & Wife
to
National Bank

83-1315
DELAWARE COUNTY IOWA
FILED
'84 NOV 10 AM 11 49
BOOK 18 PAGE 56
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$41.00
RETURN TO: FMHA

INDEXED IN
CHATTEL MTG. INDEX

National Bank
P. O. Box 130
Dyersville, Ia 52040