'97 AUG 25 AM 10 5

2-625

19

102

36.00

THIS INSTRUMENT PREPARED BY: DAVID R. CHANEZ
Moyer & Bergman, PLC, 2720 1st Ave. NE, PO Box 1943, Cedar Rapids, IA 52406-1943, (319) 366-7531

AFFIDAVIT IN SUPPORT OF ALTERNATIVE NONJUDICIAL VOLUNTARY FORECLOSURE AGREEMENT PURSUANT TO IOWA CODE §654.18

STATE OF IOWA)
) ss:
COUNTY OF LINN)

TO WHOM IT MAY CONCERN:-

The undersigned, David R. Chanez, first being duly sworn upon oath, proposes and states:

1. That I am the attorney for Heritage Bank, f/k/a Delhi Savings Bank of Delhi, Iowa ("Heritage").

2. That on July 22, 1997 Heritage sent by certified mail to Ms. Peggy Ryan f/k/a Peggy Marie Hansel Mormann, at her last known address and that on June 19, 1997 Heritage sent by certified mail to Delhi Insurance Agency, Inc., at their last known address, a copy of the Notice of Alternative Nonjudicial Voluntary Foreclosure Agreement Pursuant to Iowa Code §654.18, together with receipts for certified mail attached; which notice and receipts are by this reference made a part of this Affidavit as if set forth fully herein.

3. That Peggy Ryan and Delhi Insurance Agency constitute all of the junior lienholders on the real estate, referred to in the notices, at the time of the service of the Notice of Alternative Nonjudicial Voluntary Foreclosure Agreement Pursuant to Iowa Code §654.18.

4. That, as shown by the receipts for certified mail, more than 30 days have passed since service of such notice.

5. That none of the junior lienholders have chosen to exercise their rights of redemption to the real estate.

6. That none of the parties upon whom such Notice of Alternative Nonjudicial Voluntary Foreclosure Agreement Pursuant to Iowa Code §654.18 was so served, was at the time of services of said notice upon them, or at the time of making this affidavit, in the military service or with the armed forces of the United States of America, or are they or any of them in any way entitled to any rights under the Soldiers and Sailors Civil Relief Act or similar act or acts mandatory thereof or supplementary thereto.

DATE 8-25-97 BOOK 19 PAGE 102

7. That this affidavit is made as supporting proof, record of notice, that the mortgage referred to in the Notice of Alternative Nonjudicial Voluntary Foreclosure Agreement Pursuant to Iowa Code §654.18 is now foreclosed and that all rights that Peggy Ryan and Delhi Insurance Agency as junior lienholders have in the real estate are now extinguished.

David R. Chanez

Subscribed and sworn to before me by David R. Chanez this 22 day of August, 1997.

DANA S. DAVES
MY COMMISSION EXPIRES
4-12-99

NOTARY PUBLIC - STATE OF IOWA

F:\USERS\DANA\WP\DRC\HERITAGE.AFF 8/20/97 2:38pm Wed

NOTICE OF
ALTERNATIVE NONJUDICIAL VOLUNTARY FORECLOSURE AGREEMENT
PURSUANT TO IOWA CODE § 654.18

To: Peggy Marie Ryan, f/k/a Peggy Marie Hansel Mormann and Delhi Insurance Agency, Inc., Junior Lienholders

You are notified that on the 14th day of June, 1997, Alan D. Mormann and Pamela Mormann ("Mortgagor"), husband and wife, and Heritage Bank, f/k/a Delhi Savings Bank of Delhi, Iowa ("Mortgagee") entered into an Alternative Nonjudicial Voluntary Foreclosure Agreement ("Agreement") pursuant to Iowa Code § 654.18. A copy of the Agreement is attached as Exhibit "A". Pursuant to Iowa Code § 654.18, this Agreement will extinguish all right, title and interest you may have in the following described property located in Delaware County, Iowa:

THE SOUTH SEVEN (7) FEET OF LOT SIX (6), AND THE NORTH SIXTY (60) FEET OF LOT SEVEN (7), AND THE WEST ONE-THIRD (W 1/3) OF LOT EIGHT (8), EXCEPT THE SOUTH SEVENTY-TWO (72) FEET THEREOF, AND THE WEST EIGHTY-EIGHT (88) FEET OF THE ALLEY LYING BETWEEN LOTS FIVE (5) AND SIX (6) ON THE NORTH AND SAID LOTS SEVEN (7) AND EIGHT (8) ON THE SOUTH, ALL IN BLOCK THREE (3), DELHI, IOWA, ACCORDING TO PLAT RECORDED IN BOOK A, L.D., PAGES 128-129.

(the "Real Estate")

You have thirty (30) days from the date of the mailing of this Notice to exercise any rights of redemption. See Iowa Code § 654.18.2. If you fail to so redeem, your lien shall be removed from the Real Estate.

HERITAGE BANK, DELHI, IOWA

By: David R. Chanez

David R. Chanez LI0014774
Stephen C. Nelson LI0004007
MOYER & BERGMAN, P.L.C.
2720 First Avenue NE
P. O. Box 1943
Cedar Rapids, IA 52406-1943
Telephone: (319) 366-7331
Fax: (319) 366-3668

ATTORNEYS FOR HERITAGE BANK

F:\USERS\DANA\WP\DRC\HERITBNK.NOT 6/17/97 9:18am Tue

THIS INSTRUMENT PREPARED BY: David R. Chanez
Moyer & Bergman, PLC, 2720 1st Ave. NE, PO Box 1943, Cedar Rapids, IA 52406-1943, (319) 366-7331

ALTERNATIVE NONJUDICIAL VOLUNTARY FORECLOSURE AGREEMENT PURSUANT TO IOWA CODE § 654.18

THIS AGREEMENT is made and entered into by and between Alan D. Mormann and Pamela Mormann, husband and wife, (the "Mortgagors") and Heritage Bank f/k/a Delhi Savings Bank of Delhi, Iowa, (the "Mortgagee"),

RECITALS

A. The Mortgagors and the Mortgagee executed a certain Real Estate Mortgage dated November 10, 1993 and recorded November 16, 1993 in Book 34, Page 22 in the records of the Delaware County Recorder (the "Mortgage") which contained an open-end feature of $50,000.00. A copy of the Mortgage is attached as Exhibit "A". The Mortgage secures payment of a Promissory Note dated November 10, 1993 (the "Note") and amended on November 15, 1994 and November 6, 1995. A copy of the Note and Amendments are attached as Exhibit "B".

B. The Mortgage granted Mortgagee a mortgage lien in the following described property located in Delaware County, Iowa:

THE SOUTH SEVEN (7) FEET OF LOT SIX (6), AND THE NORTH SIXTY (60) FEET OF LOT SEVEN (7), AND THE WEST ONE-THIRD (W 1/3) OF LOT EIGHT (8), EXCEPT THE SOUTH SEVENTY-TWO (72) FEET THEREOF, AND THE WEST EIGHTY-EIGHT (88) FEET OF THE ALLEY LYING BETWEEN LOTS FIVE (5) AND SIX (6) ON THE NORTH AND SAID LOTS SEVEN (7) AND EIGHT (8) ON THE SOUTH, ALL IN BLOCK THREE (3), DELHI, IOWA, ACCORDING TO PLAT RECORDED IN BOOK A, L.D., PAGES 128-129,

(the "Real Estate").

C. Mortgagors are now in default in the performance of the Note and Mortgage.

D. Mortgagors and Mortgagee desire to avoid the costs and expenses of a judicial foreclosure and desire to proceed with a non-judicial foreclosure.

NOW, THEREFORE, Mortgagors and Mortgagee mutually agree as follows:

1. Mortgagors and Mortgagee elect to follow the alternative nonjudicial voluntary foreclosure procedure outlined in Iowa Code § 654.18.

EXHIBIT "A"

2. Mortgagors shall convey to Mortgagee all Mortgagors' right, title and interest in the Real Estate subject to the Mortgage. Upon execution of this agreement, Mortgagors shall execute and deliver to Mortgagee a special warranty deed, a copy of which is attached as Exhibit "C".

3. Mortgagee shall accept Mortgagors' conveyance of the Real Estate and waives any right to a deficiency or other claims against the Mortgagors arising from the Mortgage and the Note.

4. Mortgagors acknowledge receipt of duplicate copies of the "Disclosure and Notice of Cancellation" attached as Exhibit "D". Mortgagors further acknowledge that they have read the Disclosure and Notice of Cancellation, have been afforded the opportunity to confer with legal counsel and understand their rights thereunder.

5. Mortgagee shall be entitled to immediate access to the Real Estate for the purpose of maintaining and protecting the Real Estate.

6. Mortgagee shall file this agreement with the Delaware County Recorder to place of record the notice of their election to use the alternative nonjudicial voluntary foreclosure procedure under Iowa Code §654.18.

7. The parties acknowledge that until the completion of the foreclosure pursuant to §654.18 of the Iowa Code, Mortgagee shall hold the Real Estate subject to liens of record at the time of the conveyance by Mortgagors. However, the mortgage lien of the Mortgagee shall remain prior to liens which were junior to the Mortgage at the time of conveyance by Mortgagors to Mortgagee and may be foreclosed as provided otherwise by law.

8. Mortgagee shall not report to a credit bureau that Mortgagors are delinquent on the Mortgage. However, Mortgagee may report that this foreclosure procedure was used.

9. Mortgagors acknowledge that this agreement is entered into

voluntarily by them and without any fraud, misrepresentation, duress or undue influence whatsoever or any misunderstanding on the part of Mortgagee and is not given in preference against any creditors of Mortgagors.

10. Mortgagors assign to Mortgagee all hazard insurance policies now in effect on the Real Estate and Mortgagors further assign to Mortgagee the right to receive payment of any claim payable under the terms of the hazard insurance, including any premium refund now or later payable.

11. This agreement shall bind the personal representatives, heirs, successors and assigns of the parties.

Entered and agreed to this 14th of June, 1997.

HERITAGE BANK, DELHI, IOWA

Alan D. Mormann Mortgagor

By: Tamara L. Dancer, Pres
Mortgagee

Pamela Mormann Mortgagor

STATE OF IOWA)
) ss:
COUNTY OF Linn)

This instrument was acknowledged before me on June 14, 1997 by Alan D. Mormann and Pamela Mormann, husband and wife.

NOTARY PUBLIC - STATE OF IOWA

STATE OF IOWA)
) ss:
COUNTY OF Linn)

This instrument was acknowledged before me on June 14, 1997 by Tamara Dancver, President of Heritage Bank, Delhi, Iowa.

NOTARY PUBLIC - STATE OF IOWA

F:\USERS\DANA\WP\MISC\HERITAGE.ACR 6/26/97 10:33am Wed

Heritage / Mormann

SENDER:
- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- 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.

Is your RETURN ADDRESS completed on the reverse side?

3. Article Addressed to:

Delhi Insurance Agency
311 Franklin, Box 205
Delhi, IA 52223

4a. Article Number
P 077 730 335

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

7. Date of Delivery
6-20-97

5. Received By: *(Print Name)*

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

6. Signature: *(Addressee or Agent)*
X Suzanne E Hullers

Thank you for using Return Receipt Service.

PS Form 3811, December 1994 Domestic Return Receipt

P 077 730 335

US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail *(See reverse)*

Sent to	DELHI INSURANCE AGENCY
Street & Number	311 Franklin, Box 205
Post Office, State, & ZIP Code	Delhi, IA 52223
Postage	$ .32
Certified Fee	1.35
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.10
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	$ 2.77
Postmark or Date	6/19/97

PS Form 3800, April 1995

Heritage / Mormann

2 199 170 765

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

UNITED STATES POSTAL SERVICE

PS Form 3800, March 1993

Sent to	Ms. Peggy Ryan
Street and No.	307 East Niagara
P.O., State and ZIP Code	Garnavillo, IA 52049
Postage	$ .32
Certified Fee	1.35
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	$ 1.67
Postmark or Date	7/22/97