(X) ENV.

SPACE ABOVE THIS LINE FOR RECORDER

Preparer Information SBA, 215 4th Ave. S. E., Cedar Rapids, Iowa 52401 (319) 362-6405

Name | Street Address | City, State, Zip | Area Code-Phone

AFTER RECORDING RETURN TO: same as above

12-1195

MUTUAL AGREEMENT ON CONVEYANCE OF REAL ESTATE

Steven L. Jenkins and Lois J. Jenkins, Mortgagors and the Administrator, United States Small Business Administration, an agency of the United States government (SBA), Mortgagee, have mutually elected to follow the alternative voluntary foreclosure procedures pursuant to Iowa Code Section 654.18.

The parties mutually agree as follows:

1. Mortgagors shall contemporaneously with the signing of this agreement execute a Deed to the Administrator, United States Small Business Administration, an agency of the United States government conveying all right title and interest to the real estate which is subject to a mortgage in favor of the Small Business Administration dated January 3, 1994, and recorded in Delaware County, Iowa, on January 4, 1994, Document number 349-2076, Book 34, Page 160.

2. The Small Business Administration hereby accepts such conveyance along with the voluntary turn over of personal property to be sold pursuant to the Uniform Commercial Code as full satisfaction of loan number XGP 601 811 3003 CR and waives any right to a deficiency or other claim against the mortgagors arising from the mortgage.

3. The mortgagee, Small Business Administration shall have immediate access to the real property for the purposes of maintaining and protecting the property.

4. Mortgagors acknowledge receipt of a Disclosure and Notice of Cancellation in duplicate a copy of which is attached as required by Iowa Code Section 654.18(f).

MORTGAGORS

DATE 8-22-97

Steven L. Jenkins
Mortgagor: Steven L. Jenkins

DATE 8-22-97

Lois J. Jenkins
Mortgagor: Lois J. Jenkins

STATE OF IOWA)
)ss
COUNTY OF)

On this 22nd day of August, A. D. 1997, before me, appeared Steven L. Jenkins and Lois J. Jenkins to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for said County and State

SMALL BUSINESS ADMINISTRATION

Roger A. Hoffman
ROGER A. HOFFMAN
Assistant District Director for
Finance and Investment

STATE OF IOWA)
)ss
COUNTY OF LINN)

On this 4th day of Sept., 1997, before me the undersigned, a Notary Public, in and for said State, personally appeared Roger A. Hoffman, who is known by me and who is known to be the Assistant District Director for Finance and Investment of the Cedar Rapids District Office of the United States Small Business Administration, a Federal Agency that he executed this document as the free and voluntary act of the Administrator of the United States Small Business Administration, and on its behalf, pursuant to delegated Authority.

Dianne Martin
Notary Public

DIANNE MARTIN
11-09-97

DISCLOSURE AND NOTICE OF CANCELLATION

8-22-97 (enter 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 the Small Business Administration (name of mortgagee) before midnight of 8-29-97 (enter proper date).

I HEREBY CANCEL THIS TRANSACTION.

_____

_____

DATE SIGNATURE