Del. C. AB.

DELAWARE COUNTY IOWA
FILED
2002 FE 12 PM 4:25
BOOK 2002 PAGE 255
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
36.00

Return to: Baker & Elkin Law Office, 315 East 5th Street Suite 5, Des Moines, Iowa 50309

AFFIDAVIT IN SUPPORT OF VOLUNTARY NONJUDICIAL FORECLOSURE

The undersigned, being first duly sworn, states:

The relationship of the undersigned appears from the notices to junior lienholders attached hereto and made a part hereof. Pursuant to the Agreement for Alternative Nonjudicial Foreclosure Procedure dated November 5, 2001, the undersigned mailed a copy of the attached Notice to Junior Lienholder on November 15, 2001 by certified mail, to the junior lienholders as shown on the attached notices.

More than thirty days have now passed since the notices were mailed and no lienholder has redeemed the below-described real estate from the mortgagee named in the notice. None of the lienholders to whom the notice was mailed is in the military service or entitled to any rights under the Soldiers and Sailors Civil Relief Act.

I also affirmatively state that the mortgagor shown in the Agreement for Alternative Nonjudicial Foreclosure Procedure did not cancel the transaction within the five business days granted by the Disclosure and Notice of Cancellation attached to the agreement.

This affidavit is made as supporting proof and notice that the mortgage referred to in the agreement for Alternative Nonjudicial Foreclosure is now foreclosed and title to the following described real estate:

Lot Twelve (12), Block One (1), Toogood and Bethel's Subdivision of North part of Lot 1 of Iowa Land Company's Subdivision of part of Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 9.

is now in Citifinancial Mortgage Company.

William D. Baker

Subscribed and sworn to before me, a Notary Public in and for the State of Iowa on this 8 day of February, 2002.

NOTARIAL SEAL IOWA
DEBORA M. HUDNUTT
COMMISSION NO. 221774
MY COMMISSION EXPIRES
4-9-02

Debora M. Hudnutt
Notary Public

E:\Foreclosure Forms\Affidavit in Support of Voluntary Nonjud.doc

AGREEMENT FOR ALTERNATIVE
NONJUDICIAL FORECLOSURE PROCEDURE

This Agreement is made between Charles A. Hutchinson and JoAnn M. Hutchinson, husband and wife, the Mortgagors and Citifinancial Mortgage Company, the Mortgagee, pursuant to Section 654.18, Code of Iowa, concerning the mortgage given by Mortgagor to Mortgagee's assignor of the following described real estate situated in Delaware County, Iowa:

Lot Twelve (12), Block One (1), Toogood and Bethel's Subdivision of North part of Lot I of Iowa Land Company's Subdivision of part of Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 9.

and recorded on August 24, 2000, in Book 2000, Page 2534 of Mortgages in the Office of the Recorder of said County.

Mortgagors and Mortgagee agree as follows:

1. Mortgagors and Mortgagee elect to follow the alternative voluntary foreclosure procedures pursuant to §654.18, Code of Iowa.

2. Mortgagors by the attached deed convey to Mortgagee all of the Mortgagors' interest in the real estate.

3. Mortgagee accepts such conveyance from Mortgagors and hereby waives all rights to a deficiency or other claim against Mortgagors arising from the mortgage.

4. The Mortgagee shall have immediate access to the real estate for the purpose of maintaining and protecting it. Mortgagee assumes no responsibility for such maintenance and protection until title to the real estate has vested in Mortgagee.

5. Mortgagors acknowledges receipt of two copies of this document and the attached notice entitled **"DISCLOSURE AND NOTICE OF CANCELLATION."**

MORTGAGORS:

Charles A Hutchinson

JoAnn M Hutchinson

MORTGAGEE:

By Jen Dobron

Jen Dobron
Assistant Secretary
Document Control

STATE OF IOWA)
) ss.
COUNTY OF ~~DELAWARE~~ Dubuque)

On this 5th day of November, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Charles A. Hutchinson and JoAnn M. Hutchinson, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing Agreement for Alternative Nonjudicial Foreclosure Procedure, as Mortgagors, and acknowledge that they executed the same as their voluntary act and deed.

Gary K. Norby
Notary Public

NOTARIAL SEAL IOWA
GARY K. NORBY
COMMISSION NO. 206491
MY COMMISSION EXPIRES
SEPTEMBER 15, 2003

STATE OF PA)
) ss.
COUNTY OF Montgomery)

On this 5th day of November, 2001, before me, the undersigned, a Notary Public in and for the State of PA, personally appeared JEN DOBRON to me personally known, who, being by me duly sworn, did say that he/she is the ~~XXXXXXXXXXXXXXXXXXXX~~ Asst. Sec. Doc. Control of said corporation executing the within and foregoing Agreement for Alternative Nonjudicial Foreclosure Procedure, as Mortgagee; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Asst. Sec. Doc. Control as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him or her voluntarily executed.

Notary Public

Notarial Seal
Matthew E. Perri, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Nov. 17, 2003
Member, Pennsylvania Association of Notaries

EMPIRE CAPITAL CORP. CORPORATE SEAL UTAH 1999

\\SERVER\DATA\Deb\Nonjud\hutchinson.doc

DISCLOSURE AND NOTICE OF CANCELLATION

Date: November 5, 2001

Under a forced foreclosure Iowa law requires that you have the right to reclaim your property within one (1) 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 (5) 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 Citifinancial Mortgage Company before midnight of November 12, 2001.

I HEREBY CANCEL THIS TRANSACTION.

_____ _____

Date Signature

_____

Signature

F:\Deb\Disclosure and Notice of Cancellation Hutchinson.doc

NOTICE TO JUNIOR LIENHOLDER

TO: Tom Jenk, P.C.
225 1st Ave. E.
Dyserville, Iowa 52040

RE: Charles A. Hutchinson and JoAnn M. Hutchinson, Debtors

LEGAL DESCRIPTION: lot Twelve (12), Block One (1), Toogood and Bethel's Subdivision of North part of Lot I of Iowa Land Company's Subdivision of part of Manchester, Iowa, according to the plat recorded in Book 1 Plats, Page 9

DATE OF CONVEYANCE: November 5, 2001

You are hereby notified that the undersigned mortgagee and the above named debtors have elected to follow the alternative nonjudicial voluntary foreclosure procedure set forth in Section 654.18, Code of Iowa, and that said debtors have conveyed the above described real estate to the undersigned mortgagee on the Date of Conveyance set forth above.

Pursuant to Section 628.29, Code of Iowa, you have thirty (30) days from the date of mailing this notice, which was mailed on the 15 day of November, 2001 to exercise any rights of redemption you may have arising from the judgment entered October 4, 2000 against the Defendant Joann Hutchinson in the amount of $85.00 plus interest and court costs Case No. SCSC 007229.

S. Postal Service
ERTIFIED MAIL RECEIPT
omestic Mail Only; No Insurance Coverage Provided)
e Sent To:
om Jenk, PC
Postage $ .34
Certified Fee 2.10
Return Receipt Fee (orsement Required)
tricted Delivery Fee (orsement Required)
al Postage & Fees $ 2.44
MAIN OFFICE STA DES MOINES IA USPS NOV 2001
s (Please Print Clearly) (to be completed by mailer)
om Jenk
t, Apt. No., or PO Box No.
225 1st Ave. E.
State, ZIP+4
Dyersville, IA 52040

enk.doc

Citifinancial Mortgage Company

by _____

William D. Baker
315 East 5th Street, Suite 5
Des Moines, Iowa 50309
ATTORNEY FOR CITIFINANCIAL
MORTGAGE COMPANY

NOTICE TO JUNIOR LIENHOLDER

TO: American Investment Bank
200 E. South Temple
Salt Lake City, Utah 84111

RE: Charles A. Hutchinson and JoAnn M. Hutchinson, Debtors

LEGAL DESCRIPTION: lot Twelve (12), Block One (1), Toogood and Bethel's Subdivision of North part of Lot I of Iowa Land Company's Subdivision of part of Manchester, Iowa, according to the plat recorded in Book 1 Plats, Page 9

DATE OF CONVEYANCE: November 5, 2001

You are hereby notified that the undersigned mortgagee and the above named debtors have elected to follow the alternative nonjudicial voluntary foreclosure procedure set forth in Section 654.18, Code of Iowa, and that said debtors have conveyed the above described real estate to the undersigned mortgagee on the Date of Conveyance set forth above.

Pursuant to Section 628.29, Code of Iowa, you have thirty (30) days from the date of mailing this notice, which was mailed on the 15 day of November, 2001 to exercise any rights of redemption you may have arising from the judgment entered August 16, 2000 against the Defendant Charles A. Hutchinson in the amount of $4,000.00 plus interest and court costs Case No. SCSC 007185.

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To: American Investment Bank

Postage	$ 37
Certified Fee	2 10
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 3 47

Postmark Here: DES MOINES IA MAIN OFFICE STA NOV 15 2001

Name (Please Print Clearly) (to be completed by mailer)

Street, Apt. No., or PO Box No. 200 E. South Temple

City, State, ZIP+4 Salt Lake City, Utah 84111

PS Form 3800, July 1999 See Reverse for Instructions

nerican.doc

Citifinancial Mortgage Company

by _____

William D. Baker
315 East 5th Street, Suite 5
Des Moines, Iowa 50309
ATTORNEY FOR CITIFINANCIAL
MORTGAGE COMPANY

NOTICE TO JUNIOR LIENHOLDER

TO: Recker's Body Shop & Towing
Dan Recker
956 E. Main Street
Manchester, Iowa 52057

RE: Charles A. Hutchinson and JoAnn M. Hutchinson, Debtors

LEGAL DESCRIPTION: lot Twelve (12), Block One (1), Toogood and Bethel's Subdivision of North part of Lot I of Iowa Land Company's Subdivision of part of Manchester, Iowa, according to the plat recorded in Book 1 Plats, Page 9

DATE OF CONVEYANCE: November 5, 2001

You are hereby notified that the undersigned mortgagee and the above named debtors have elected to follow the alternative nonjudicial voluntary foreclosure procedure set forth in Section 654.18, Code of Iowa, and that said debtors have conveyed the above described real estate to the undersigned mortgagee on the Date of Conveyance set forth above.

Pursuant to Section 628.29, Code of Iowa, you have thirty (30) days from the date of mailing this notice, which was mailed on the 15 day of November, 2001 to exercise any rights of redemption you may have arising from the judgment entered April 18, 2001 against the Defendant JoAnn Hutchinson in the amount of $311.15 plus interest and court costs Case No. SCSC 007355.

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

icle Sent To: Recker's Body Shop + Towing

Postage	$ 34
Certified Fee	2.10
Return Receipt Fee (dorsement Required)	
estricted Delivery Fee (dorsement Required)	
otal Postage & Fees	$ 2.44

DES MOINES IA MAIN OFFICE STA Postmark Here NOV 15 2001 USPS

me (Please Print Clearly) (to be completed by mailer)
Dan Recker
eet, Apt. No.; or PO Box No. 956 E. Main Street
State, ZIP+4 Manchester Iowa 52057

Form 3800, June 1999 See Reverse for Instructions

ecker.doc

Citifinancial Mortgage Company

by _____

William D. Baker
315 East 5th Street, Suite 5
Des Moines, Iowa 50309
ATTORNEY FOR CITIFINANCIAL MORTGAGE COMPANY