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(Space Above reserved for Recorder of Deeds certification)

TITLE OF DOCUMENT: AGREEMENT FOR DEED AND ESTOPPEL AND SOLVENCY AFFIDAVIT

DATE OF DOCUMENT: November 22, 2002

GRANTOR(S): Edgar L. Kelley and Linda S. Kelley
1626 Firefly Road, Manchester IA 51057

GRANTEE(S): Federal Home Loan Mortgage Corporation
1410 Sringhill Rd., McLean VA 22101

Document affected: Mortgage dated 7-22-1999
Recorded 7-26-1999 book 1999 page 2600

Legal description:

Lot One (1) of Kelley Subdivision Part of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), Section 1, Township Eighty-Nine North (T89N), Range Six West (R6W) of the Fifth Principal Meridian Delaware County, Iowa, according to the plat recorded in Book 8 Plats, Page 55.

18 This property is exempt as transfer is to governmental grantee with no consideration

AGREEMENT FOR DEED AND ESTOPPEL AND SOLVENCY AFFIDAVIT

STATE OF **Iowa**)
) SS.
COUNTY OF **Delaware**)

Edgar L. Kelley and **Linda S. Kelley, husband and wife** being first duly sworn state(s) that they are the identical party(s) who made, executed and delivered that certain deed to **Federal Home Loan Mortgage Corporation** , dated as of the 21 day of Nov , 2002, conveying the following described property, to-wit:

Lot One (1) of Kelley Subdivision Part of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), Section 1, Township Eighty-Nine North (T89N), Range Six West (R6W) of the Fifth Principal Meridian Delaware County, Iowa, according to the plat recorded in Book 8 Plats, Page 55.

That the aforesaid deed is an absolute conveyance of title to the said property to **Federal Home Loan Mortgage Corporation** hereinafter called **"Creditor"**, in effect as well as in form, and was not and is not intended as a mortgage, trust conveyance, or security of any kind: that possession of said property has been surrendered to **Creditor** and that consideration for the aforesaid deed is: (1) the full cancellation of all notes, bonds, obligations, costs and charges secured by a certain mortgage (in default) heretofore existing on the property therein and hereinbefore described and executed by **Edgar L. Kelley** and **Linda S. Kelley, husband and wife** , as mortgagor(s), to **First Mortgage Centre** , mortgagee, dated **July 22, 1999** and recorded **July 26, 1999** in Book **1999**, Page **2600**, of the mortgage records of the County of **Delaware**, State of **Iowa**.

That the aforesaid deed and conveyance was made by deponent(s) as a result of their request that **Creditor** accept such a deed in extinguishment of their debt and was their free and voluntary act; that at the time of making said deed deponent(s) believed and still believes that the mortgage indebtedness above mentioned represented the fair value of the property so deeded; that the said deed was not given as a preference against any other creditor of deponent(s); that deponent(s) have no other creditors whose rights would be prejudiced by such conveyance and that deponent(s) are not obligated upon any debt whereby any lien has been created or

exists against the premises described in said deed; and that deponent(s) in offering to execute the aforesaid deed to the **Creditor** and in executing the same, was not acting under duress, undue influence, misapprehension or misrepresentations by **Creditor** or the agent or attorney or any other representative of **Creditor** and that it was the intention of deponent(s) as grantor(s) in said deed to convey and by said deed deponent(s) did convey to the **Creditor** therein all their right, title and interest absolutely in and to the premises described in said deed.

That the aforesaid deed and conveyance made by deponent(s) is executed and delivered with the express understanding that its receipt by the **Creditor** does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as the deed is filed for record in the Recorder's Office in the County of **Delaware**, State of **Iowa**, in which the property is situated, at which time the full legal and equitable title shall vest in the **Creditor**, but it is the intention of the parties, supported by the representations and warranties of deponent(s), that the grantee shall take unencumbered title, and therefore the vesting of title shall not operate to effect such a merger of interest as to extinguish the mortgage lien if such extinguishment might serve to promote the priority of any subordinate interests which may be outstanding at the time of such vesting of title.

This affidavit is made for the protection and benefit of the aforesaid **Creditor**, its successors and assigns, and all other parties hereafter dealing with or who may acquire any interest in the property described in the aforesaid deed, and shall bind the respective heirs, executors, personal representatives, administrators and assigns of the undersigned.

Edgar L. Kelley
Edgar L. Kelley
Grantor

Linda S. Kelley
Linda S. Kelley
Grantor

STATE OF Texas)
) SS
COUNTY OF Hidalgo)

On this 22 day of Nov, 2002, before me, a Notary Public in and for said state, personally appeared **Edgar L. Kelley**, known to me to be the person who executed the within Agreement for Deed and Estoppel and Solvency Affidavit and acknowledged to me that he/she executed the same for the purposes therein stated as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: 3-17-2004

MELCHOR CHAVEZ
Notary Public
State of Texas
Comm. Exp. 03-17-2004

STATE OF Texas)
) SS
COUNTY OF Hidalgo)

On this 22nd day of Nov., 2002, before me, a Notary Public in and for said state, personally appeared **Linda S. Kelley**, known to me to be the person who executed the within Agreement for Deed and Estoppel and Solvency Affidavit and acknowledged to me that he/she executed the same for the purposes therein stated as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: 3-17-2004

MELCHOR CHAVEZ
Notary Public
State of Texas
Comm. Exp. 03-17-2004