Recorded: 12/19/2011 at 9:18:36.0 AM
Fee Amount: $24.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2011 PG: 4071

Return to
Preparer Information: Michelle Ghidotti, Esq, Attlesey Storm, LLP, 2552 Walnut Ave., Ste 100, Tustin, CA 92780 (714) 508-4949

Address Tax Statement: OAKMONT POOL 50, LLC, 5700 WEST PLANO PARKWAY, SUITE 1200, PLANO, TX 75093

SPACE ABOVE THIS LINE FOR RECORDER

ESTOPPEL AFFIDAVIT

(Deed-in-Lieu of Foreclosure)

STATE OF IOWA)
) **SS.**
COUNTY OF Buchanan)

SARA J. GEUTHER AND GERALD GEUTHER WIFE AND HUSBAND, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, being first duly sworn, each for himself and herself, deposes and says: That they are the identical parties who made, executed, and delivered that certain deed to **OAKMONT POOL 50, LLC**, date the 19th day of September, 2011, conveying the following described property, to wit:

SEE ATTACHED EXHIBIT A & Page 3

That the aforesaid deed is intended to be and is an absolute conveyance of the title to said premises to the grantee named therein, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; That is/was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to the grantee therein all their rights, title and interest absolutely in and to said premises; that possession of said premises will be surrendered to the grantee on or before the date of execution of the deed in lieu of foreclosure:

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That Affiants are in default under the terms of the promissory note and mortgage and Affiants have no intention of curing such default now or in the future. That the consideration for said deed was/is payment to affiants of the sum of $1.00, by grantee, and the full cancellation of all debts, obligations, costs and charges secured by that certain deed of trust/mortgage heretofore existing on said property executed by **SARA J. GEUTHER AND GERALD GEUTHER WIFE AND HUSBAND** to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as nominee for CSMC, INC. DBA CENTRAL STATES MORTGAGE AND DIRECT MORTGAGE FUNDING as Mortgagee on September 10, 2004 and recorded in the Official Records of DELAWARE County, Iowa on September 20, 2004 in Book 2004, Page 3586 in the amount of $61,000.00 and assigned to OAKMONT POOL 50, LLC, A TEXAS LIMITED LIABILITY COMPANY by assignment recorded in the Official Records of DELAWARE County, Iowa on

September 17, 2010 in Book 2010, Page 2797, and the reconveyance/release of said property under said deed of trust/mortgage; That at the time of making said deed, affiants believed and now believe that the aforesaid consideration therefor represents the fair value of the property so deeded;

This affidavit is made for the protection and benefit of the grantee in said deed, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described, and particularly for the benefit of any title company which may hereafter insure the title to said property;

Affiants acknowledge that in the event any/all personal property is left in or about said premises as of the date possession is surrendered as indicated herein, whether in the interior or exterior of said premises, by signing below, Affiants hereby waive and relinquish any right, title or interest in said personal property and further herein agrees that Grantee or its agents may remove and dispose of any such remaining personal property at Grantee's discretion and in any manner which it sees fit;

The Deed is not accepted until it is recorded by the Grantee with the county clerk and recorder of the county wherein the Property is located and the mortgage in favor of Grantee has been specifically released;

As used herein, the singular shall include the plural and the plural the singular, and the masculine shall include the feminine and the neuter, as the context so requires;

That Affiant understands that they have a right to obtain legal advice before signing the aforesaid deed and have either done so or have elected to proceed without legal advice;

That affiants, and each of them will testify, declare, depose or certify under penalty of perjury before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

DATED: Sept. 19, 2011

Sara J. Geuther
SARA J. GEUTHER

Gerald Geuther
GERALD GEUTHER

STATE OF Iowa }
Buchanan COUNTY } ss:

On this 19th day of September, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Sara J. Geuther, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Chery O'Conner
Notary Public

STATE OF Iowa }
Buchanan COUNTY } ss:

On this 19th day of September, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Gerald Geuther, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Chery O'Conner
Notary Public

CHERY O'CONNER
Commission Number 723727
My Commission Expires
7-31-12

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DELAWARE, STATE OF IOWA, AND IS DESCRIBED AS FOLLOWS:

LOT SIX HUNDRED THIRTY-TWO (632), MANCHESTER, IOWA, ACCORDING TO PLAT RECORDED IN BOOK I L.D.,PAGE 284.

PARCEL ID: 631321200700

PROPERTY COMMONLY KNOWN AS: 509 WEST MARION STREET, MANCHESTER, IA 52057