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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Title Services Corp
603 Commercial St.
Waterloo, IA 50701

**Prepared by and return to:** Charles P. Augustine, Klatt Law Firm, 531 Commercial St., Suite 250 Waterloo, IA 50701 (319) 232-3304
TSC#146880

## ESTOPPEL AFFIDAVIT

STATE OF IOWA, Delaware COUNTY, ss:

The undersigned, Robert J. Horstman, a/k/a Robert Horstman and Kristy Horstman, f/k/a Kristy Hutchison, husband and wife, first being duly sworn on oath, do depose and state as follows:

1. We are the grantors identified in, and did execute and deliver to Wilmington Trust NA, successor trustee to Citibank, N.A., trustee, in trust for registered holders of Bear Stearns Asset Backed Securities 2007-2, Asset-Backed Certificates, Series 2007-2 (hereinafter the "Grantee"), that one certain warranty deed (hereinafter the "Deed") dated and executed contemporaneously with the date of the execution of this affidavit, which warranty deed conveyed real estate legally described as follows, to-wit: **Parcel A Part of the Northwest Fractional Quarter of the Southwest Fractional Quarter and part of the Southwest Fractional Quarter of the Southwest Fractional Quarter All in Section 19, Township 90 North, Range 3 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 1999, Page 3580** (hereinafter the "Real Estate").

2. The Deed was intended as, and in fact was an absolute conveyance to the Grantee of all of our right, title and interest in and to the Real Estate, and was not and is not now intended as a mortgage, deed of trust, trust conveyance or security of any kind.

3. The undersigned have received full and adequate consideration for the Deed and for their conveyance of the Real Estate as described herein, which consideration was and is a full release of the undersigned from personal liability under one certain promissory note dated on or about the 24th day of October, 2006, and the release and cancellation of one certain mortgage filed the 31st day of October, 2006, as Book 2006, Page 3874, which mortgage served as security for said promissory note.

4. The value of the Real Estate is not in excess of the total indebtedness outstanding under said promissory note.

5. The undersigned have surrendered possession of the Real Estate to the Grantee.

6. The Deed was executed and delivered by the undersigned to the Grantee entirely under and pursuant to the consent and free will of the undersigned, without any fraud, misrepresentation, duress or undue influence of any kind or nature, and was given as a result of the request of the undersigned that the Grantee accept the Deed as their free and voluntary act.

7. The Deed was not given as a preference against the rights of any other creditors of the undersigned and the undersigned have no other creditors whose rights would be prejudiced by such conveyance; further, the undersigned are not obligated under any bond or other mortgage whereby any lien has been created or exists against the Real Estate by virtue thereof.

8. The undersigned understand that the Deed shall be held in escrow by the Grantee pending the Grantee's examination of the title to the Real Estate and final approval of the proposed conveyance.

9. In the event the Grantee, in its sole discretion, declines to accept the conveyance of the Real Estate by the undersigned, the Deed shall be released from escrow and returned to the undersigned and the Grantee under the Deed shall have the right to institute or pursue any foreclosure proceeding or other remedy to which it is entitled under law.

10. The acceptance of the delivery of the Deed by the Grantee shall not result in or be deemed in any way to result in a merger of the interests of the Grantee as mortgagee under any mortgage encumbering the real estate and the interests of the Grantee as fee titleholder of the real estate following such acceptance of the delivery of the Deed, and any mortgage encumbering the real estate or purporting to encumber the real estate with regard to which the Grantee serves as the mortgagee shall remain at all times a valid and continuous lien on the Real Estate until and unless the lien is properly released of record.

11. The undersigned do hereby assign to the Grantee all hazard insurance policies now in effect on the Real Estate and all escrow deposits for the payment of taxes, insurance and other loan purposes (if any) presently held by the holder of the herein-referenced promissory note or the Grantee, or any person or entity on their behalf, and the undersigned further assign to the Grantee the right to receive payment of any claim payable under the terms of any said insurance policies, including any premium refund now or hereinafter payable.

12. This affidavit has been made for the protection and benefit of the holder of the herein-referenced promissory note and the Grantee, their successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in and to the Real Estate, and shall be binding upon the respective heirs, executors, administrators, and assigns of the undersigned.

Robert J. Horstman, a/k/a Robert Horstman

Kristy Horstman, f/k/a Kristy Hutchison

STATE OF IOWA, Clayton COUNTY, ss:

This instrument was acknowledged before me on this 11 day of Sept., 2015, by Robert J. Horstman, a/k/a Robert Horstman and Kristy Horstman, f/k/a Kristy Hutchison, husband and wife.

ANGEL KULPER
Commission Number 706804
My Commission Expires
11-09-15

, Notary Public in and for said State