BK: 2021-PG: 21

Recorded: 1/4/2021 at 2:06:50.0 PM

Pages 16

County Recording Fee: \$87.00

Iowa E-Filing Fee: \$4.62 Combined Fee: \$91.62

Revenue Tax:

LISA SMITH RECORDER Madison County, Iowa

Preparer; When recorded, Return to: Timothy J. Jacobs, 974 - 73rd Street Ste. 16, West es Moines, IA 50265 (515) 223-6000 Taxpayer Informattion; Affinity Credit Union. 475 NW Hoffman Lane, Des Moines, IA 50313

AFFIDAVIT IN SUPPORT OF NON-JUDICIAL FORECLOSURE ON NON-AGRICULTURAL PROPERTY

State of Iowa, County of Polk: ss

The undersigned, Timothy J. Jacobs, being first duly sworn on oath, depose and state as follows:

That the relationship of the undersigned to this transaction appears from the Notice of Non-Judicial Foreclosure, hereto attached, together with Returns of Service thereof; which Notice and Returns are by this reference incorporated herein and made a part of this Affidavit; that by reason of such relationship the facts herein stated are within the personal knowledge of such affiant.

That the parties served, as shown by said Returns, included all parties in possession of said real estate at the time of the service of said Notice.

That, as shown by such Returns, more than thirty (30) days have passed since the service of such Notice.

That the defaults mentioned in said Notice have not been removed nor performed nor paid in any amount by said Mortgagors nor by anyone; and that therefore the terms and

conditions as to which there is and has been a default have not been performed within the thirty (30) days mentioned in said Notice, nor at any time by anyone; nor has any sum been offered or tendered by said Mortgagors or anyone; that the Mortgagee has retaken possession of said real estate following the expiration of said thirty (30) day period; and no rejection of the Notice of Non-judicial Foreclosure has been made by anyone.

That none of the parties upon whom such Notice of Non-judicial Foreclosure was so served, as at the time of the service of said Notice upon them, or at the time of making this Affidavit, in the military service or with the Armed Forces of the United States of America, or are they or any of them in any way entitled to any rights under the Servicemembers' Relief Act of 2003 or similar act or acts amendatory thereof or supplementary thereto.

That this Affidavit is made as supporting proof, record and notice, that the Mortgage referred to in said Notice of Non-judicial Foreclosure has now been duly foreclosed and the Mortgagee has succeeded to all interests of the Mortgagor in the real estate.

Dated this 31st day of December, 2020.

ABBOTT OSBORN JACOBS PLC

By:

TIMOTHY J. JACOBS 974 - 73rd Street Ste. 16 West Des Moines, IA 50265 Telephone (515) 223-6000

Fax (515) 223-6011

Acknowledgment

State of Iowa, County of Polk: ss

This record was acknowledged before me on December 31, 2020	
ov Timothy J. Jacobs	

KATHLEEN A. DUMERMUTH
Commission Number 149825
My Commission Expires
December 29, 2021

ABBOTT OSBORN JACOBS PLC ATTORNEYS AT LAW

Partners

KEVIN V. ABBOTT †
BRETT T. OSBORN †★
TIMOTHY J. JACOBS † *

PATRICK S. BUTLER ‡ KATIE J. HARTUNG † KAILEY GRAY † 974 - 73rd Street Ste. 16 West Des Moines, Iowa 50265

Phone: (515) 223-6000 Fax: (515) 223-6011 www.midwestlawgroup.com tim@midwestlawgroup.com

★ Licensed in Texas † Licensed in Iowa ‡ Licensed in Missouri * Licensed in Nebraska

NOTICE OF ELECTION TO PROCEED WITH ALTERNATIVE NON-JUDICIAL VOLUNTARY FORECLOSURE PROCEDURE AND RUNNING OF TIME PERIOD TO EXERCISE RIGHTS OF REDEMPTION "NOTICE"

Notice Date: November 25, 2020

<u>Certified Mail, Return Receipt Requested</u> <u>and Ordinary Mail</u>

TO: Nebraska Furniture Mart c/o Incorp Services, Inc., Reg. Agent 400 Locust Stgreet Ste. 400 Des Moines, IA 50309-3723

YOU AND EACH OF YOU are hereby notified that **Malinda Malcolm**, a single person (hereinafter referred to as the "Borrower"), has entered into a certain Agreement for Alternative Nonjudicial Foreclosure pursuant to Iowa Code §654.18 (hereinafter referred to as the "Agreement") with **Affinity Credit Union** (hereinafter referred to as the "Lender").

Pursuant to the terms and provisions of the Agreement, Borrower has conveyed to Lender the following described real estate in Polk County, Iowa, to-wit:

Lot One (1) of LIKENS' SECOND ADDITION of the Original Town of Truro, in Madison County, Iowa;

(hereinafter referred to as the "Subject Real Estate");

by Special Warranty Deed executed by Borrower on November 24, 2020. Said Deed and the Agreement are being recorded with the Madison County Recorder's Office.

As of the date of this Notice, the Borrower was indebted to Lender for monies lent by Lender pursuant to a Promissory Note and Purchase Money Mortgage recorded October 3, 2013, in the amount of \$92,000.00, plus interest (Note One) and an Open-End Home Equity Credit Agreement and Truth in Lending Disclosure and a Revolving Credit Mortgage recorded August 18, 2016, in the amount of \$10,000.00 plus interest (Note Two). Further, Lender has advanced certain sums for attorney's fees, abstracting costs, recording fees and protective advances. For the accurate sum of said attorney's fees and protective advances, you should contact Lender's representative as listed below.

In order to exercise your rights of redemption pursuant to Iowa Code §654.18, you will need to, on or before thirty (30) days from the Notice Date, as set forth above, tender cash or certified funds to:

Affinity Credit Union c/o Timothy J. Jacobs Attorney at Law 974 - 73rd Street Ste. 16 West Des Moines, IA 50265

in the following amounts:

Note One		
1)	Principal balance	\$82,305.58
2)	Accrued interest	\$ 2,978.80
3)	Legal fees incurred to date	\$ 120.00
4)	Abstracting costs recording fees	\$ 328.00
5)	Recording fees	
	TOTAL	\$85,732.38

Plus interest per day from and after March 6, 2020 at the rate of \$12.37 per diem, plus all protective advances as advanced by Lender subsequent to the date of this Notice; and

Note Two

1) 2)	Principal balance Accrued interest	\$ 9,955.38 \$ 247.52
3)	Legal fees incurred to date	\$ <u>60.00</u>
	TOTAL	\$10,262.90

Plus interest per day from and after March 6, 2020 at the rate of \$1,36 per diem, plus all protective advances as advanced by Lender subsequent to the date of this Notice; and

You claim an interest in the subject property by virtue of a Judgment, Affidavit of Lien, Mortgage, and/or other lien or claim which appears in the chain of title, which instrument Lender asserts is junior and inferior to the rights, title and interest of Lender.

If no redemption is made by tendering the above sums within thirty (30) days from the Notice Date, Lender will consummate and finalize the Alternative Non-Judicial Foreclosure pursuant to Iowa Code §654.18.

PLEASE TAKE NOTICE OF THE ABOVE AND GOVERN YOURSELF ACCORDINGLY.

Respectfully submitted,

ABBOTT OSBORYJACOBS PLC

By:_

Timothy J. Jacobs #AT0009274 974 - 73rd Street Ste. 16 West Des Moines, IA 50265 O: (515) 223-6000 F: (515) 223-6011

tim@midwestlawgroup.com ATTORNEY FOR AFFINITY CREDIT UNION

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www,usps.com®.
Certifled Mail Fee Stra Services & Fees (check box, add fee as appropriate) Polyton Received Bards and
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PS Form 2000, April 2013 1514 75304020009047 See Heverse for Instruction

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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
 Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. Article Addressed to: Nebraska Furniture Mart c/o Incorp Services, Inc., Reg. Agent 400 Locust Stgreet Ste. 400 Des Möines, IA 50309-3723 	A. Signature X Age B. Received by (Printed Name) D. Is delivery address different from item 17 In Yes If YES, enter delivery address below:
9590 9402 5582 9274 7121 54 2 Article Number (Transfer from service lebel) 7018 1830 0002 1395 4	3. Service Type Adult Signature Adult Signature Restricted Delivery Certified Mail Restricted Delivery Certified Mail Restricted Delivery Collect on Delivery Restricted Delivery Restricted Delivery Restricted Delivery Restricted Delivery Restricted Delivery

ABBOTT OSBORN JACOBS PLC ATTORNEYS AT LAW

Partners

KEVIN V. ABBOTT † BRETT T. OSBORN †★ TIMOTHY J. JACOBS † *

PATRICK S. BUTLER ‡ KATIE J. HARTUNG † KAILEY GRAY † 974 - 73rd Street Ste. 16 West Des Moines, Iowa 50265

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NOTICE OF ELECTION TO PROCEED WITH ALTERNATIVE NON-JUDICIAL VOLUNTARY FORECLOSURE PROCEDURE AND RUNNING OF TIME PERIOD TO EXERCISE RIGHTS OF REDEMPTION "NOTICE"

Notice Date: November 25, 2020

<u>Certified Mail, Return Receipt Requested</u> <u>and Ordinary Mail</u>

TO: Child Support Recovery Unit c/o Attormey General Hoover State Office Bldg.

1305 E Walnut Street Des Moines, IA 50319 Child Support Recovery Unit c/o Polk County Attormey Polk County Justice Center 222 5th Street

Des Moines, IA 50309

YOU AND EACH OF YOU are hereby notified that Malinda Christine Malcolm, a single person, and Aaron Michael Malcolm, a single person (hereinafter referred to as the "Borrowers"), have entered into a certain Agreement for Alternative Nonjudicial Foreclosure pursuant to Iowa Code §654.18 (hereinafter referred to as the "Agreement") with Affinity Credit Union (hereinafter referred to as the "Lender").

Pursuant to the terms and provisions of the Agreement, Borrower has conveyed to Lender the following described real estate in Polk County, Iowa, to-wit:

Lot One (1) of LIKENS' SECOND ADDITION of the Original Town of Truro, in Madison County, Iowa;

(hereinafter referred to as the "Subject Real Estate");

by Special Warranty Deed executed by Borrower on November 16, 2020. Said Deed and the Agreement are being recorded with the Madison County Recorder's Office.

As of the date of this Notice, the Borrower was indebted to Lender for monies lent by Lender pursuant to a Promissory Note and Purchase Money Mortgage recorded October 3, 2013, in the amount of \$92,000.00, plus interest (Note One) and an Open-End Home Equity Credit Agreement and Truth in Lending Disclosure and a Revolving Credit Mortgage recorded August 18, 2016, in the amount of \$10,000.00 plus interest (Note Two). Further, Lender has advanced certain sums for attorney's fees, abstracting costs, recording fees and protective advances. For the accurate sum of said attorney's fees and protective advances, you should contact Lender's representative as listed below.

In order to exercise your rights of redemption pursuant to Iowa Code §654.18, you will need to, on or before thirty (30) days from the Notice Date, as set forth above, tender cash or certified funds to:

Affinity Credit Union c/o Timothy J. Jacobs Attorney at Law 974 - 73rd Street Ste. 16 West Des Moines, IA 50265

in the following amounts:

Note One	•	
1)	Principal balance	\$82,305.58
2)	Accrued interest	\$ 2,978.80
3)	Legal fees incurred to date	\$ 120.00
4)	Abstracting costs recording fees	\$ 328.00
5)	Recording fees	
		005 530 30
	TOTAL	\$85,732.38

Plus interest per day from and after March 6, 2020 at the rate of \$12.37 per diem, plus all protective advances as advanced by Lender subsequent to the date of this Notice; and

Note Two

1) 2) 3)	Principal balance Accrued interest Legal fees incurred to date	\$ 9,955.38 \$ 247.52 \$ 60.00
	TOTAL	\$10,262.90

Plus interest per day from and after March 6, 2020 at the rate of \$1,36 per diem, plus all protective advances as advanced by Lender subsequent to the date of this Notice; and

You claim an interest in the subject property by virtue of a Judgment, Affidavit of Lien, Mortgage, and/or other lien or claim which appears in the chain of title, which instrument Lender asserts is junior and inferior to the rights, title and interest of Lender.

If no redemption is made by tendering the above sums within thirty (30) days from the Notice Date, Lender will consummate and finalize the Alternative Non-Judicial Foreclosure pursuant to Iowa Code §654.18.

PLEASE TAKE NOTICE OF THE ABOVE AND GOVERN YOURSELF ACCORDINGLY.

November 25, 2020 Page 3

Respectfully submitted,

ABBOTT OSBORA JACOBS PLC

By:

Timothy J. Jacobs #AT0009274 974 - 73rd Street Ste. 16 West Des Moines, IA 50265

O: (515) 223-6000 F: (515) 223-6011

tim@midwestlawgroup.com
ATTORNEY FOR AFFINITY
CREDIT UNION

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
 ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailplece, or on the front if space permits. 1. Article Addressed to: Child Support Recovery Unit c/o Attormey General Hoover State Office Bldg. 1305 E Walnut Street Des Moines, IA 50319 	A. Signature Xmberly Esquibel-Jone Agent Address Address Address Address Address B. Recelved by (Phinted Name) C. Date of Deliver Des Moines, IA 50319 3 JEL 200
9590 9402 5582 9274 7121 47 2. Article Number (Transfer from service label) 7018 1830 0002 1395 45	3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mall Restricted Delivery ☐ Certified Mall Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Registered Mail Restricted Delivery ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation ☐ Signature Confirmation ☐ Restricted Delivery
PS Form 3811 July 2015 PSN 7530-02-000-9053	Domestic Return Receip

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0005	Return Receipt (hardcopy)	Postmark Here MAILED
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7018	Sent To Hoover State Office Bldg.	
7	Street 1305 E Walnut Street	
:	City, S Des Moines, IA 50319 PS Form 3800, April 2015 PSN 7530-02-000-9047	See Reverse for Instruction

SENDER: COMPLETE THIS SECTION Complete items 1, 2, and 3.	COMPLETE THIS SECTION ON DELIVERY A. Signature
Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.	X Agent Address B. Received by (Printed Norie) C. Date of Delive
1. Article Addressed to: Child Support Recovery Unit c/o Polk County Attormey Polk County Justice Center 222 5th Street Des Moines, IA 50309	D. Is delivery address different from item 17: Yes If YES, enter delivery address below:
9590 9402 5582 9274 7011 34 2. Article Number (Transfer from service label) 7019 2970 0000 7648 909	3. Service Type ☐ Priority Mail Express®☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail®☐ ☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery☐ ☐ Collect on Delivery ☐ Signature Confirmation☐ ☐ ail Restricted Delivery☐ ☐ Restricted Delivery☐ ☐ Restricted Delivery☐ ☐ Signature Confirmation☐ ☐ Restricted Delivery☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐
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ABBOTT OSBORN JACOBS PLC

Partners

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PATRICK S. BUTLER ‡ KATIE J. HARTUNG † KAILEY GRAY † 974 - 73rd Street Ste. 16 West Des Moines, Iowa 50265

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Notice Date: November 25, 2020

<u>Certified Mail, Return Receipt Requested</u> <u>and Ordinary Mail</u>

TO: Capital One Bank (USA) N.A. c/o Prentice Hall Corp System, Reg. Agent 1600 Capital One Drive 7th Floor McLean, VA 22102

YOU AND EACH OF YOU are hereby notified that **Malinda Malcolm**, a single person (hereinafter referred to as the "Borrower"), has entered into a certain Agreement for Alternative Nonjudicial Foreclosure pursuant to Iowa Code §654.18 (hereinafter referred to as the "Agreement") with **Affinity Credit Union** (hereinafter referred to as the "Lender").

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Affinity Credit Union c/o Timothy J. Jacobs Attorney at Law 974 - 73rd Street Ste. 16 West Des Moines, IA 50265

in the following amounts:

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PLEASE TAKE NOTICE OF THE ABOVE AND GOVERN YOURSELF ACCORDINGLY.

Respectfully submitted,

ABBOTT OSBORN JAÇOBS PLC

By:_

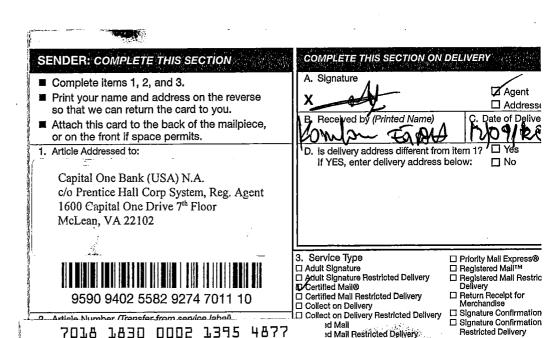
Timothy J Jacobs #AT0009274 974 - 73rd Street Ste. 16 West Des Moines, IA 50265

O: (515) 223-6000 F: (515) 223-6011

tim@midwestlawgroup.com ATTORNEY FOR AFFINITY CREDIT UNION

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