

BK: 2023 PG: 1837  
Recorded: 8/8/2023 at 11:31:43.0 AM  
Pages 6  
County Recording Fee: \$32.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$35.00  
Revenue Tax:  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

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SPACE ABOVE THIS LINE FOR RECORDER

Prepared by & Return to: Jeffrey W. Courter, 700 Walnut Street, Ste. 1600, Des Moines, IA 50309 (515) 283-8048  
Address Tax Statements: Lincoln Savings Bank, c/o Adam Boeding, 1375 SW State Street, Ankeny, IA 50023

### **AGREEMENT FOR ALTERNATIVE NON-JUDICIAL VOLUNTARY FORECLOSURE PROCEDURE**

This Agreement is made between the undersigned, Blue Care PropCo Winterset -West, LLC, an Iowa limited liability company ("**Mortgagor**"), and Lincoln Savings Bank ("**Lender**"), pursuant to Iowa Code § 654.18 ("**Agreement**") concerning the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, from Mortgagor to QHC Facilities, LLC dated November 15, 2022, filed November 17, 2022 in Book 2022, Page 3332, subsequently assigned to Lender by virtue of Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from QHC Facilities, LLC to Lincoln Savings Bank dated December 5, 2022, filed December 7, 2022 in Book 2022, Page 3486 (collectively, hereinafter "**Mortgage**") in the Office of the Madison County, Iowa Recorder, encumbering the following described real estate situated in Madison County, Iowa ("**Real Estate**"):

Units #101, #102, #103, #104, #106, #107, #108, #201, #202, #203, #204, #205, #206, #208, #301, #302, #303, #304, #305, #306, #307, and #308 of JEFFERSON PLACE in the City of Winterset, Madison County, Iowa, and an undivided interest in the common elements and areas of Jefferson Place, as shown in the Declaration of Condominium of Jefferson Place filed for record on April 14, 1995 in Town Lot Deed Record 60 at page 159 in the Madison County Recorder's Office (and any supplements and amendments thereto).

Residential and Garage Unit #207 of JEFFERSON PLACE in the City of Winterset, Madison County, Iowa, and an undivided interest in the common elements and areas of Jefferson Place as shown in the Declaration of Condominium of Jefferson Place filed for record on April 14, 1995, in Town Lot Deed Record 60, Page 159, in the Madison County Recorder's Office (and any supplements and amendments thereto).

Also known as All Units in JEFFERSON PLACE as shown in the Declaration of Condominium of Jefferson Place filed for record on April 14, 1995 in Town Lot Deed Record 60 at page 159 in the Madison County Recorder's Office, being located on Lots 6, 7, and 8 in Block 9 of the Original Town of Winterset.

And

Lots 6, 7, and 8 in Block 9 of the Original Town of Winterset.

1. Mortgagor is presently in default under the terms of the Mortgage securing a Promissory Note entered into between the borrower, Blue Care Homes, LLC (“**Borrower**”) and Lender, dated November 15, 2022 (“**Note**”) and the obligations thereunder, for failure to pay the monthly payments since February 1, 2023, as provided in the Note and Mortgage, all of which are secured by the Real Estate.

2. Mortgagor acknowledges that as of July 31, 2023, Borrower is indebted to Lender on the Note in the following amounts: 1) unpaid principal of \$2,000,000.00; 2) unpaid accrued interest at the default rate of 9.0% per annum of \$97,333.33; 3) per diem interest at the rate of \$500.00 from and after July 31, 2023, until paid in full; and 4) Lender’s accrued attorney fees/expenses from March 1, 2023 through July 31, 2023 of \$229,383.95, and continuing thereafter until paid in full.

3. Mortgagor hereby agrees to waive written demand for payment of the Note secured by the Mortgage, notice of default, notice of rights to cure default, and mediation.

4. Mortgagor and Lender hereby elect and agree that the above-described Mortgage may be foreclosed pursuant to Iowa Code § 654.18, with the foreclosure to be effective on the date of the filing of the Warranty Deed from Mortgagor to Lender.

5. Mortgagor and Lender hereby agree to execute such documents as may be necessary to comply with the Alternative Nonjudicial Voluntary Foreclosure Procedure pursuant to Iowa Code § 654.18, PROVIDED, HOWEVER, that by entering into this Agreement, Lender does not waive its right to judicially foreclose the Mortgage as to any party other than Mortgagor if Lender deems just process necessary in order to clear its title in the above-described Real Estate from any cloud created by the alleged interests of such third parties in the Real Estate.

6. Mortgagor agrees to convey to Lender all of Mortgagor’s interest in such Real Estate, together with the personal property and fixtures located within the Real Estate. Mortgagor represents to Lender that there are no any other interests in the property except any liens now of record and that there are no unrecorded interests included, but not limited to, mechanic’s liens not filed, and that the Mortgage is in sole possession of the property.

7. Lender agrees to accept such conveyance from Mortgagor and agrees to waive all rights to a deficiency or other claim against Mortgagor arising from the Mortgage. Lender assumes no liability for the maintenance and protection of the Real Estate until title to such Real Estate is vested in Lender and all rights of redemption have terminated.

8. Mortgagor authorizes Lender to file this Agreement with the Madison County Recorder where the Real Estate is located.

9. Lender shall furnish to Mortgagor a completed form, in duplicate, captioned “Disclosure and Notice of Cancellation” the (“**Cancellation Notice**”). A copy of the

Cancellation Notice is attached to this Agreement, marked as Exhibit A and by this reference made in part hereof. If the Cancellation Notice is not executed by Mortgagor within five (5) days from the date of this transaction, Mortgagor will be barred from rescinding this transaction in the future.

10. The conveyance by Mortgagor to Lender of the Real Estate described in Paragraph 1 above includes all buildings and improvements thereon and appurtenances thereto, including easements and other beneficial rights and the personal property and fixtures located in such Real Estate.

11. Upon recording of the Warranty Deed from Mortgagor to Lender and upon the completion of the Alternative Nonjudicial Voluntary Foreclosure Procedure pursuant to Iowa Code § 654.18, Lincoln Savings Bank shall be the absolute owner of the Real Estate and the personal property including the fixtures therein described in Paragraph 6 above, and shall have the right to sell such Real Estate upon such terms and for the price it deems best. Lincoln Savings Bank shall be absolutely entitled to retain any and all proceeds of sale and shall be under no obligation to account for any such sale proceeds to Mortgagor.

12. Lender shall send by certified mail/return receipt requested a Notice to all junior lien, judgment and mortgage holders of record as of the date of conveyance, stating that all junior lien, judgment and mortgage holders of record as the date of conveyance have thirty (30) days from the date of mailing to execute any right of redemption ("**Redemption Notice**").

13. Any and all junior lien, judgment or mortgage holders receiving a Redemption Notice from the Lender, pursuant to Iowa Code §654.18(1)(e), shall have thirty (30) days to redeem the Real Estate, commencing the day the Redemption Notice required by Iowa Code §654.18(1)(e) is sent. Said redemption shall be by payment to Lender of the amount of the debt incurred by Lender as indicated on the Mortgage, including any protective advancements pursuant to Iowa Code Chapter 629. Upon such payment, Lender shall convey the Real Estate by Quit Claim Deed to the redeeming junior lien, judgment or mortgage holder.

14. In the event the conveyance by Mortgagor to Lincoln Savings Bank of the Real Estate referred to in Paragraph 1 above is subsequently attacked or set aside by judicial proceeding, by a trustee in bankruptcy, or otherwise, then Lincoln Savings Bank may, at its option, declare this Agreement to be null and void, ab initio, and the debt purportedly extinguished by reason of the conveyance of the property by Mortgagor to Lincoln Savings Bank, including all accrued interest and all protective disbursements, shall remain in full force and effect. Furthermore, the Real Estate Mortgage interests held by Lincoln Savings Bank, as Lender, shall continue in full force and effect from the date of such Mortgage, and Lincoln Savings Bank shall be entitled to all rights and remedies under the Note and the Mortgage under law, including judicial foreclosure.

15. Mortgagor hereby assigns to Lender all hazard insurance policies, if any, now in effect on the Real Estate, and further assigns to Lender the right to receive payments of any claim payable under the terms of said insurance policies.

16. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

17. Each party to this Agreement acknowledges it has received a fully executed copy of this Agreement.

**MORTGAGOR:**

**BLUE CARE PROPCO WINTERSET - WEST, LLC,**  
an Iowa limited liability company

By: *Shmuel Haikins*  
Print: Shmuel Haikins  
Title: Authorized Signatory

STATE OF NEW JERSEY, COUNTY OF Ocean, SS.:

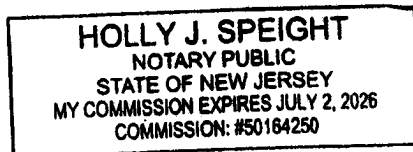
**BE IT REMEMBERED**, that on this 31 day of July, 2023 before me, the subscriber, personally appeared Shmuel Haikins, who acknowledged under oath, to my satisfaction, that this person: (a) is an Authorized Signatory of Blue Care PropCo Winterset - West, LLC, the Iowa limited liability company named in this instrument and is authorized to sign this instrument on behalf of the limited liability company; and (b) as such Authorized Signatory, signed, sealed and delivered this instrument as the voluntary act and deed of the limited liability company, made by virtue of authority from all of its members and/or managers.

*Holly J. Speight*  
Signature of Notarial Officer

Holly J. Speight  
Name of Notary Public

Notary Public, State of New Jersey  
My Commission Expires: 7/2/26

Stamp



**LENDER:**

**LINCOLN SAVINGS BANK**

By: Adam N. Boeding  
Print: Adam N. Boeding  
Title: Regional Lending Manager

STATE OF IOWA            )  
  ) ss.  
COUNTY OF Polk        )



This record was acknowledged before me on August 3rd, 2023, by Adam Boeding, as Regional Lending Manager of Lincoln Savings Bank.

Tomiko Ford  
Notary Public

**DISCLOSURE AND NOTICE OF CANCELLATION**

**Dated July 31, 2023**

**Under a forced foreclosure Iowa law requires that you have the right to reclaim your property within one 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 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 Lincoln Savings Bank, c/o Adam Boeding, Regional Lending Manager, before midnight August 5, 2023.**

**I HEREBY CANCEL THIS TRANSACTION.**

**Dated this \_\_\_\_\_ day of August, 2023.**

**Blue Care PropCo Winterset - West, LLC**  
**By: Shmuel Haikins**  
**Title: Authorized Signatory**

**BORROWER**

