



Document 2009 3219

Book 2009 Page 3219 Type 04 004 Pages 6

Date 10/26/2009 Time 3:12 PM

Rec Amt \$34.00

INDX ✓

ANNO ✓

SCAN

CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA



Preparer	<u>Anthony A. Longnecker, 700 Walnut, Suite 1600, Des Moines, IA 50309-3899, (515) 283-3196</u>		
Information	<u>Individual's Name</u>	<u>Street Address</u>	<u>City</u>
	<u>Phone</u>		

Anthony A. Longnecker ISBA # 03261

SPACE ABOVE THIS LINE FOR
RECORDER

VF+M

**ELECTION TO FOLLOW
ALTERNATIVE NONJUDICIAL VOLUNTARY
FORECLOSURE PROCEDURE**

This Election to Follow Alternative Nonjudicial Voluntary Foreclosure Procedure ("Agreement") dated as of October 16, 2009, is made by and among Farmers & Merchants State Bank ("Mortgagee"), Shawn P. Corkrean and Shannon G. Corkrean (collectively "Mortgagor") and Country Life Homes, L.L.C., pursuant to Iowa Code § 654.18, concerning the mortgages described below and the following real property in Madison County, Iowa (the "Real Estate"):

Lot Nine (9) of Corkrean & Watts Addition Plat Two (2), an Addition to the city of Winterset, Madison County, Iowa.

1. Mortgagor executed the following mortgages in favor of Mortgagee, each encumbering the Real Estate and each filed with the Recorder of Madison County, Iowa (collectively the "Mortgages"):

Recording Date

02/04/04

07/01/04

Recording Information

Book 2004 at page 538 ("Mortgage-1")

Book 2004 at page 3084 ("Mortgage-2")

The parties agree that Mortgage-1 only secures that certain Real Estate Note executed and delivered by Mortgagors to Mortgagee dated July 21, 2004 in the original principal amount of \$235,000.00.

The parties agree that Mortgage-2 only secures the following:

- (i) That certain Real Estate Note executed and delivered by Mortgagors to Mortgagee dated July 21, 2004 in the original principal amount of \$235,000.00 ("Note-1"); and
- (ii) That certain Universal Note executed and delivered by Country Life Homes, L.L.C. and Shawn P. Corkrean personally to Mortgagee dated July 17, 2007 in the original principal amount of \$63,612.00 ("Note-2").

The Mortgages and Note-1 and Note-2 (collectively "Notes") are presently in default (the "Default").

The parties agree that the following promissory notes, among others, are not or no longer secured by either Mortgage-1 or Mortgage-2 and are therefore not affected by this Agreement:

- a. That certain Universal Note in the original sum of One Hundred Seventy-One Thousand Five Hundred and No/100 Dollars (\$171,500.00) plus interest, executed on August 5, 2005, by The New Home Store, L.L.C. k/n/a Country Life Homes, LLC and Shawn P. Corkrean, personally to Farmers & Merchants State Bank.
- b. That certain Universal Note in the original sum of One Hundred Seventy-Two Thousand and No/100 Dollars (\$172,000.00) plus interest, executed on November 15, 2005, by Country Life Homes, L.L.C. and Shawn P. Corkrean, personally to Farmers & Merchants State Bank.
- c. That certain Universal Note in the original sum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) plus interest, executed on June 23, 2008, by Country Life Homes, L.L.C. and Shawn P. Corkrean, personally to Farmers & Merchants State Bank.

2. Mortgagor and Mortgagee have elected to follow the Alternative Nonjudicial Voluntary Foreclosure Procedure set forth in Iowa Code § 654.18 in regard to the Mortgages and Mortgagor and Mortgagee agree to execute such documents as may be necessary to comply with said Procedure.

3. Mortgagor shall convey by a Warranty Deed ("Deed") to Mortgagee all of Mortgagor's interest in the Real Estate and Mortgagor represents to Mortgagee that there are no

other interests in the Real Estate except any liens now of record. Mortgagor further represents that there are no unrecorded interests including, but not limited to, unfiled mechanic's liens, and that the Mortgagor is in sole possession of the Real Estate.

4. Mortgagors agree to vacate the residence located at 719 N. 9th Avenue, Winterset, Iowa 50273, within thirty (30) days of the date of this Agreement.

5. Mortgagee agrees to accept such Deed from Mortgagor and agrees to waive all rights to a deficiency or other claim against Mortgagor arising from the Mortgages, Note-1 and Note-2.

6. The parties acknowledge and agree that notwithstanding the Mortgagee's waiver of its right to claim a deficiency against Mortgagor in the preceding paragraph, all of the Mortgages will remain in full force and effect after the transactions contemplated by this Agreement have been consummated. The parties further acknowledge and agree that the interests of the Mortgagee in the Real Property created by the Deed provided for herein will not merge with the interests of the Mortgagee in the Real Property created by the Mortgages. It is the express intention of each of the parties that such interests of the Mortgagee in the Real Property will not merge, but be and remain at all times separate and distinct, notwithstanding any union of said interests in the Mortgagee at any time by deed in lieu of foreclosure, purchase, termination or otherwise and that the liens held by the Mortgagee against the Real Property created by the Mortgages will remain at all times valid and continuous liens against the Real Property. The Mortgagee has specifically reserved the right to assert all claims held by the Mortgagee against the Real Estate described in the Mortgages from time to time after the date hereof including the right to foreclose the Mortgages for the full amount of the indebtedness secured by the Mortgages.

7. Mortgagor hereby grants to Mortgagee, as of the date of this Agreement, access to the Real Estate for the purposes of maintaining and protecting the same. Mortgagee assumes no responsibility for such maintenance and protection until title to the Real Estate has vested in Mortgagee. Notwithstanding the above, Mortgagee agrees that it shall not access the Real Estate for at least thirty (30) days from the date of this Agreement.

8. Mortgagor authorizes Mortgagee to file this Agreement with the Madison County, Iowa Recorder.

9. Mortgagee's waiver of its right to claim a deficiency against Mortgagor set forth in paragraph 4 of this Agreement will be void ab initio and will be of no force or effect if the Deed is ever rendered void or rescinded by operation of law, or by order of any state or federal court of competent jurisdiction. On the occurrence of such event, the Mortgagee will have the right to unilaterally reinstate the obligations of the Mortgagor under the Mortgages, Notes and related loan documents and abrogate the Mortgagee's waiver of its right to claim a deficiency against Mortgagor by service of written notice to the Mortgagor. On the exercise of such right by the Mortgagee, the Mortgagee will be entitled to exercise all of the Mortgagee's rights and remedies under the Mortgages, Notes and related loan documents, at law or in equity.

10. Mortgagor acknowledges receipt of two (2) copies of this Agreement and the attached notice entitled "DISCLOSURE AND NOTICE OF CANCELLATION".

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FARMERS & MERCHANTS STATE BANK

By: [Signature]
Name: Shane K. Pashek
Title: President

[Signature]
Shawn P. Corkrean

[Signature]
Shannon G. Corkrean

COUNTRY LIFE HOMES, L.L.C.

By: [Signature]
Name: Shawn Corkrean
Title: Mgr Mgr

STATE OF IOWA)
) SS:
COUNTY OF MADISON)

This instrument was acknowledged before me on October 16th,
2009 by, Shane K. Pashek as President of Farmers & Merchants State Bank.

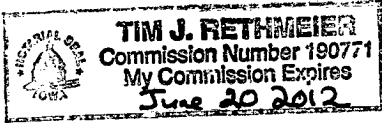


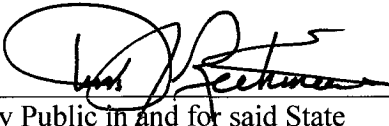
[Signature]
Notary Public in and for said State

[SIGNATURE PAGE TO ELECTION TO FOLLOW ALTERNATIVE NONJUDICIAL VOLUNTARY
FORECLOSURE PROCEDURE]

STATE OF IOWA)
) SS
COUNTY OF MADISON)

This instrument was acknowledged before me on October 16,, 2009 by Shawn P. Corkrean and Shannon G. Corkrean.





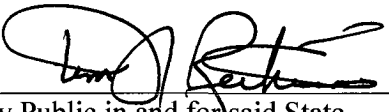
Notary Public in and for said State

(Stamp or Seal)

STATE OF IOWA)
) SS:
COUNTY OF MADISON)

This instrument was acknowledged before me on October 16,, 2009 by, Shawn P. Corkrean as Managing Member of Country Life Homes, L.L.C..





Notary Public in and for said State

(Stamp or Seal)

[CONTINUATION OF SIGNATURE PAGE TO ELECTION TO FOLLOW ALTERNATIVE NONJUDICIAL VOLUNTARY FORECLOSURE PROCEDURE]