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BOOK 222 PAGE 740 2000 DEC 20 PM 2: 35

MICKI DISLER RECORDER MADISON COUNTY, IOWA

Preparer Information JOHN E. CASPER

223 EAST COURT AVENUE

WINTERSET, IOWA 50273

(515) 462-4912

AFFIDAVIT IN SUPPORT OF VOLUNTARY NONJUDICIAL FORECLOSURE OF REAL ESTATE MORTGAGE

TO WHOM IT MAY CONCERN:

STATE OF IOWA)
SS
MADISON COUNTY)

The undersigned Affiant, upon being duly sworn, does depose and state as follows:

The Affiant is John E. Casper who is the attorney for the United States of America, United States Department of Agriculture acting through the Rural Development Agency (hereafter the mortgagee). The Affiant is the same person whose name appear from the Notice To Potential Lienholders of the election to utilize an alternative nonjudicial voluntary foreclosure procedures under Iowa Code Chapter 654.18, a copy of which Notice is attached hereto as Exhibit "A" and made a part of this Affidavit by this reference.

The mortgagor and mortgagee under the real estate mortgage described in the Notice of Election have executed an Agreement to utilize alternative nonjudicial voluntary foreclosure procedure under Iowa Code Section 654.18, which jointly executed document is attached hereto as Exhibit "C" and incorporated herein by this reference. The affiant further states this Agreement included a Disclosure and Notice of Cancellation attached as an Exhibit to that Agreement. The mortgagor did not at any time exercise the right to cancel the transaction described in that Agreement and the time for doing so has long since expired.

The mortgagee has caused to be sent by certified mail to all junior lienholders as of the date of the conveyance by the mortgager to the mortgagee the Notice of Election as shown by the return receipts, a true copy of which mailing receipts are attached hereto as Exhibit "B" and incorporated herein by this reference.

The Affiant does further state that more than thirty (30) days have passed since the service of such notice of the election to all junior lienholders and that none of the holders of junior liens against the real estate described on Exhibit "A" have redeemed the real estate from the mortgagee.

None of the parties upon whom such notice of election to potential lienholders was at the time of the service of this notice upon them or at the time of making this Affidavit was or is in the military or naval service of the United States of America nor are they or any of them in any way entitled to any rights under the Soldiers and Sailors Civil Relief Act as Amended.

This Affidavit is made as support proof and record that the mortgage referred to in the Notice of Election to Potential Lienholders to utilize alternative Nonjudicial Voluntary Foreclosure Proceedings is now foreclosed and the title to the real estate described therein is held in the name of the holder of the mortgage instrument, to-wit: United States of America, acting through the Rural Development Agency.

Further the Affiant sayeth not.

FLANDER, CASPER, AND ROSIEN P.C	FLANDER,	CASPER,	AND ROSIEN P.O	3
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ohn E. Casper

223 East Court Ave. Winterset, IA 50273

Attorney for the United States Department of Agriculture, Rural Development Agency.

STATE OF IOWA) SS **MADISON COUNTY**

On this 11 day of December, 2000, before me the undersigned, a Notary Public in and for said State, personally appeared John E. Casper to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same housevoluntary act and deed.

Notary Public in and for said state

NOTICE TO POTENTIAL LIENHOLDERS OF ELECTION TO UTILIZE ALTERNATIVE NONJUDICIAL VOLUNTARY FORECLOSURE PROCEDURE UNDER IOWA CODE SECTION 654.18

TO: Southern Iowa Council of Governments/Southern Iowa Development Group 101 East Montgomery Street Creston, Iowa 50801

Accent Service Company 6200 Aurora, Suite #301 Des Moines, Iowa Madison County Treasurer Madison County Courthouse Winterset, Iowa 50273

Date of mailing:

November 3, 2000

YOU AND EACH OF YOU are hereby notified that Susan L. Sorensen owns the real estate legally described as:

Lot Nineteen (19) of Northwest Development - Plat One (1) in Winterset, Madison County, Iowa,

subject to the real estate mortgage in favor of the United States of America, acting through Farmers Home Administration (now known as the Rural Development Agency), United States Department of Agriculture, which mortgage is dated October 19, 1993 and filed for record on October 19, 1993 in Mortgage Record Book 169 at page 303 of the Madison County Recorder's Office.

YOU ARE FURTHER NOTIFIED that the United States of America, acting through the Farmers Home Administration is the owner and holder of the promissory note secured by the mortgage, which note is overdue, unpaid and in default. The promissory note is described as follows:

		Current Interest			Total
Note-Date	Current Principal Bal.		•	Daily Interest Acc.	November 3, 2000
October 19, 1993	<u></u>	\$	3,799.92	\$ 13.38	\$71,141.75

The accrued interest is calculated through November 3, 2000 with daily interest accrual on the promissory note thereafter as shown above. In addition to the foregoing balances due, the Rural Development Agency has advanced monies and incurred fees currently totaling \$2,435.61.

EXHIBIT "A" Page 1 YOU ARE FURTHER NOTIFIED the mortgager and mortgagee of the above described mortgages have agreed to utilize the alternative nonjudicial voluntary foreclosure procedure provided by Iowa Code Section 654.18.

YOU ARE FURTHER NOTIFIED as a possible lienholder against the above described real estate you have thirty (30) days from the date of mailing of this notice to you in which to exercise any right of redemption you may have with respect to the real estate. You may exercise any such right of redemption by payment to the United States of America acting through the Rural Development Agency of the unpaid balances upon the promissory notes described above; plus any future advancements made and secured in accordance with the terms of the mortgages; any protective advancements made by the United States of America acting through the Rural Development Agency pursuant to Iowa Code Chapter 629; and the reasonable attorney fees of the mortgagee's attorney who is John E. Casper of the Law firm of Flander, Casper and Rosien P.C.

Please govern yourselves accordingly.

United States of America, acting through Rural Development Agency United States Department of Agriculture

John E. Casper, Attorney for United States of

AGREEMENT

This agreement is made between <u>SUSANL</u>. <u>SORENSEN</u>, a <u>single person</u> (borrower) and the United States of America, acting through USDA, Rural Development (RD) pursuant to I.C.A. Section 654.18.

WHEREAS, Rural Development made a loan to the borrowers on October 19, 1993 for \$64,500.00 evidenced by a promissory note and secured by a mortgage dated October 19, 1993 filed on October 19, 1993 in the office of the Recorder of Madison County, Iowa in Book 169 at Page 303 _____ covering the following real estate, to wit:

Lot Nineteen (19) of Northwest Development - Plat One (1) in Winterset, Madison County, Iowa

WHEREAS, the borrowers' loan is in default and they voluntarily elect to convey all interest in the above property to Rural Development;

NOW THEREFORE, Rural Development hereby accepts this conveyance and waives any rights to a deficiency or other claim against the borrowers arising from the note or notes secured by the real estate described above. The borrowers agree Rural Development shall have immediate access to the real property for the purpose of maintaining and protecting the property.

This agreement shall be executed by the borrowers and Rural Development and filed in the office of the Recorder in the county where the real estate is located.

The borrowers acknowledge that a form entitled "Disclosure and Notice of Cancellation" is attached to this Agreement and that they have received the completed Disclosure Statement, in duplicate, from Rural Development.

Borrowers, by the Warranty Deed executed in conjunction with this agreement, hereby convey to the Rural Development all interest in the above-described real estate and the borrowers and the Rural Development hereby state they have voluntarily elected to use this alternative voluntary foreclosure procedure.

A review of title records indicates the real estate which is the subject of this Agreement is subject to the following liens:

- Mortgage in favor of Southern Iowa Council of Governments/Southern Iowa Development Group, dated October 19, 1993, and filed for record on October 28, 1993 in Madison County Recorder's Office in Mortgage Record Book 169 at Page 396.
- Property taxes to Madison County, Iowa for fiscal years commencing on July 1, 2000.

(3)	_	t Service Company against Susan L. Sorensen entered on District Court Magistrate Division Case No. SC009959.
Dated on this	day of October	
Rural Develor By: William	Department of Agriculture pment Agency	Borrower Susan L. Sorensen
STATE OF I	: SS	
Sorensen, to	me known to be the person n	amed in and who executed the foregoing instrument, and as her voluntary act and deed.
		Notary Public in and for the State of Iowa
		ROBERT C. DUFF MY COMMISSION EXPIRES SEPTEMBER 27, 2002
STATE OF I	:SS	
State of Iowasay that he is Rural Develo Department acknowledge	a, personally appeared Willian the Community Development opment; and that the foregoing of Agriculture, Rural Developments the execution of the instrum	2000, before me a Notary Public in and for the m E. Allen, known, and who being by me duly sworn, did a Manager of the United States Department of Agriculture, ag instrument was signed on behalf of said United States elopment, by its authority and that William E. Aller ment to be his voluntary act and deed and the voluntary act and of Agriculture, Rural Development, by it voluntarily and the State of Iowa
S. E.	LINDA F DEJOODE MY COMMISSION EXPIRES	

DISCLOSURE AND NOTICE OF CANCELLATION

October³⁰, 2000

Date of Transaction

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. [The form of this Notice is as prescribed by I.C.A. Section 654.18 (1) (f). You are advised that you have no rights of redemption under the terms of your USDA, Rural Development mortgage].

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 by 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 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 ve 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 question or doubts, you are advised to discuss them with you 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 the United States of America, acting through the USDA, Rural Development, at

909 East 2nd Avenue, Suite D, Indianola, Iowa 50125, before midnight of November 8, 2000.

DATE	(Borrower)		
DATE	Susan L. Sorensen		
I HEREBY CANCEL THIS TRANSACTION.			
midnight of November 8, 2000.			