

REC \$ 65⁰⁰
AUD \$ 5⁰⁰
R.M.F. \$ 1⁰⁰

C
C

005437

FILED NO. _____

BOOK 2001 PAGE 5437

2001 DEC -3 PM 1:12

COMPUTER
RECORDED
COMPARED

NICKI LITSLER
RECORDER
MADISON COUNTY, IOWA

✓ When recorded return to:
Thomas H. Burke, Whitfield & Eddy, P.L.C., 317 Sixth Avenue, Suite 1200, Des Moines, IA 50309 (515) 288-6041

Send tax statements to:
Mr. Duane Strempeke, Firststar Bank, N.A., 520 Walnut Street, Des Moines, IA 50309

AFFIDAVIT OF COMPLIANCE WITH IOWA CODE CHAPTER 655A

I, Thomas H. Burke, being first duly sworn on my oath, do depose and state that I am an attorney practicing law with the law firm of Whitfield & Eddy, P.L.C., 317 Sixth Avenue, Suite 1200, Des Moines, Iowa, 50309-4195.

On behalf of my client, Firststar Bank, N.A., f/k/a Mercantile Bank Midwest, I caused to be served upon the following Defendants a Notice of Nonjudicial Foreclosure of Nonagricultural Mortgages Pursuant to Iowa Code Chapter 655A:

Mark A. Ford
Joanne M. Ford
Union State Bank

True and accurate copies of the Notices of Nonjudicial Foreclosure of Nonagricultural Mortgage Pursuant to Iowa Code Chapter 655A, without the attachments appended thereto as were served upon the Defendants named above, are attached hereto, marked Exhibit "A", and by this reference made a part hereof.

Attached hereto, marked Exhibit "B" and by this reference made a part hereof are true and accurate copies of the Returns of Service from the Madison County (Iowa) Sheriff, showing service of the Notices of Nonjudicial Foreclosure of Nonagricultural Mortgages Pursuant to Iowa Code Chapter 655A upon the Defendants, Mark A. Ford, Joanne M. Ford and Union State Bank. The Madison County (Iowa) Sheriff was unable to personally serve Mark A. Ford and Joanne M. Ford with the Notices of Nonjudicial Foreclosure of Nonagricultural Mortgages Pursuant to Iowa Code Chapter 655A.

Attached hereto, marked Exhibit "C" and by this reference made a part hereof is a true and accurate copy of the Affidavit of Publication from the Winterset Madisonian, a weekly newspaper of general circulation published in Winterset, Iowa, showing publication of the Notice of Nonjudicial Foreclosure of Nonagricultural Pursuant to Iowa Code Chapter 655A as to the Defendants, Mark A. Ford and Joanne M. Ford.

That I affirmatively state, pursuant to Iowa Code §§655A.6 and 655A.7, the former mortgagors herein, Mark A. Ford and Joanne M. Ford, have not complied with the terms and conditions of said Iowa Code Sections as referenced above, and have not rejected the Notices of Nonjudicial Foreclosure of Nonagricultural Mortgages Pursuant to Iowa Code Chapter 655A as served upon them.

That I further affirmatively state that more than thirty (30) days have passed since the service on all the Defendants named herein, and that this Affidavit of Compliance with Iowa Code Chapter 655A will act as compliance as to the terms and provisions of said Iowa Code Chapter 655A, and that said mortgagee, Firststar Bank, N.A., f/k/a Mercantile Bank Midwest, hereby acquires and succeeds to all of the right, title and interest of the former record titleholders/mortgagors, Mark A. Ford and Joanne M. Ford, and removes any interest of said titleholders/mortgagors named herein.

That the real estate in question is located at 123 S. 16th Avenue, Winterset, Iowa 50273, and legally described as follows, to-wit:

Lot 23 of Honor's Acres Second Addition to the Town of Winterset, Madison County, Iowa.

That the real estate mortgages which have been foreclosed herein were given by the Defendants, Mark A. Ford and Joanne M. Ford, husband and wife, in favor of Firststar Bank, N.A., f/k/a Mercantile Bank Midwest, and were dated February 25, 1999, and recorded February 25, 1999, being recorded in Book 206, Page 342 in the office of the Madison County (Iowa) Recorder and dated February 25, 1999, and recorded February 25, 1999, being recorded in Book 206, Page 348 in the office of the Madison County (Iowa) Recorder.

Dated this 29th day of November, 2001.

WHITFIELD & EDDY, P.L.C.
317 Sixth Avenue, Suite 1200
Des Moines, IA 50309
(515) 288-6041 Fax (515) 246-1474

By: _____

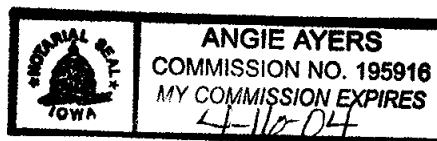
Thomas H. Burke

ATTORNEYS FOR MORTGAGEE FIRSTAR
BANK, N.A., f/k/a MERCANTILE BANK
MIDWEST

Subscribed and sworn before me by the said Thomas H. Burke this 29th day of November, 2001.

Angela Ayers
Notary Public in and for the State of Iowa

I:\FirststarBank\Ford.MA\Affidavit of Compliance.wpd



COPY

NOTICE OF NONJUDICIAL FORECLOSURE OF NONAGRICULTURAL MORTGAGE PURSUANT TO IOWA CODE CHAPTER 655A

RECEIVED
MADISON CO. SHERIFF
WINTERSSET, IOWA

OCT 08 2001

9:30 AM/PM

TO: Mark A. Ford
123 S. 16th Avenue
Winterset, Iowa 50273

YOU AND EACH OF YOU ARE HEREBY NOTIFIED THAT Firststar Bank, N.A. f/k/a Mercantile Bank Midwest has formally commenced a Nonjudicial Foreclosure of Nonagricultural Mortgage Pursuant to Iowa Code Chapter 655A.

That attached hereto, marked Exhibit "A" and by this reference made a part hereof, is a true and accurate copy of the Fixed Rate Promissory Note (hereinafter referred to as the "Promissory Note No. 1") given by Mark A. Ford and Joanne M. Ford, husband and wife in favor of Firststar Bank, N.A. f/k/a Mercantile Bank Midwest.

That attached hereto, marked Exhibit "B" and by this reference made a part hereof, is a true and accurate copy of the Installment or Single Payment Note (hereinafter referred to as the "Promissory Note No. 2") given by Mark A. Ford dba Winterset Chiropractic Practice in favor of Firststar Bank, N.A. f/k/a Mercantile Bank Midwest.

That attached hereto, marked Exhibit "C" and by this reference made a part hereof, is a true and accurate copy of the Mortgage (hereinafter referred to as "Mortgage No. 1") given by Mark A. Ford and Joanne M. Ford, husband and wife, in favor of Firststar Bank, N.A. f/k/a Mercantile Bank Midwest securing Promissory Note No. 1 and Promissory Note No. 2.

That attached hereto, marked Exhibit "D" and by this reference made a part hereof, is a true and accurate copy of the Guaranty Mortgage (hereinafter referred to as "Mortgage No. 2") given by Mark A. Ford and Joanne M. Ford, husband and wife, in favor of Firststar Bank, N.A. f/k/a Mercantile Bank Midwest securing the above-referenced Promissory Note No. 1 and Promissory Note No. 2.

The above-described Mortgage No. 1 and Mortgage No. 2 are the first and paramount lien on the following-described real estate located in Winterset, Madison County, Iowa, to-wit:

Lot 27 of Honor's Acres Second Addition to the Town of Winterset, Madison County, Iowa.

Locally described as 123 S. 16th Avenue, Winterset, Iowa 50273.

There are defaults pursuant to the terms and provisions of Promissory Note No. 1 and Promissory Note No. 2 which said Mortgage No. 1 and Mortgage No. 2 secure. There are presently past due and owing on Promissory Note No. 1 and Promissory Note No. 2 the following sums:

- 1) Past due payments of principal and interest on Promissory Note No. 1 as of October 1, 2001 . \$2,417.16
 - 2) Past due payments of interest only on Promissory Note No. 2 as of October 1, 2001 \$1,863.36
- TOTAL: \$4,280.52**
plus interest per day from and after
October 1, 2001 plus attorney's fees and costs

You and each of you are hereby notified that, unless within thirty days after completed service of this Notice of Nonjudicial Foreclosure of Nonagricultural Mortgage Pursuant to Iowa Code Chapter 655A upon you, that the above amounts, plus all accrued interest, attorney's fees, advancements and abstracting costs are paid in full at the

EXHIBIT A PAGE 1

office of Thomas H. Burke, Attorney at Law, Whitfield & Eddy, P.L.C., 317 Sixth Avenue, Suite 1200, Des Moines, Iowa 50309, or a rejection to this Notice pursuant to Iowa Code Section 655A.6 is served upon:

Thomas H. Burke
Whitfield & Eddy, P.L.C.
317 Sixth Avenue, Suite 1200
Des Moines, Iowa 50309

and filed with the Madison County (Iowa) Recorder, Mortgage No. 1 and Mortgage No. 2 previously referenced as Exhibits "C" and "D" will be foreclosed.

WITHIN THIRTY (30) DAYS AFTER YOU RECEIVE THIS NOTICE, YOU MUST EITHER CURE THE DEFAULT DESCRIBED IN THIS NOTICE OR FILE WITH THE REORDER OF THE COUNTY WHERE THE MORTGAGED PROPERTY IS LOCATED, A REJECTION OF THIS NOTICE AND SERVE A COPY OF YOUR REJECTION ON THE MORTGAGEE IN THE MANNER PROVIDED BY THE IOWA RULES OF CIVIL PROCEDURE FOR SERVICE OF ORIGINAL NOTICE. IF YOU WISH TO REJECT THIS NOTICE, YOU SHOULD CONSULT AN ATTORNEY AS TO THE PROPER MANNER TO MAKE THE REJECTION.

IF YOU DO NOT TAKE EITHER OF THE ACTIONS DESCRIBED ABOVE WITHIN THE PERIOD OF THIRTY (30) DAYS, THE FORECLOSURE WILL BE COMPLETE AND YOU WILL LOSE TITLE TO THE MORTGAGED PROPERTY. AFTER THE FORECLOSURE IS COMPLETE, THE DEBT SECURED BY THE MORTGAGED PROPERTY WILL BE EXTINGUISHED.

WHITFIELD & EDDY, P.L.C.
317 Sixth Avenue, Suite 1200
Des Moines, Iowa 50309-4195
Phone (515) 288-6041/Fax: (515) 246-1474

By: _____

Thomas H. Burke

PK0000602

ATTORNEYS FOR FIRSTAR BANK, N.A.
f/k/aMERCANTILE BANK MIDWEST

H:\FirstarBank\Ford.MA\Notice Mark.wpd

EXHIBIT A PAGE 2

**NOTICE OF NONJUDICIAL FORECLOSURE OF NONAGRICULTURAL
MORTGAGE PURSUANT TO IOWA CODE CHAPTER 655A**

RECEIVED
MADISON CO. SHERIFF
WINTERSSET, IOWA

TO: **Joanne M. Ford**
123 S. 16th Avenue
Winterset, Iowa 50273

OCT 08 2001
9:30 AM
BY: *[Signature]*

YOU AND EACH OF YOU ARE HEREBY NOTIFIED THAT Firststar Bank, N.A. f/k/a Mercantile Bank Midwest has formally commenced a Nonjudicial Foreclosure of Nonagricultural Mortgage Pursuant to Iowa Code Chapter 655A.

That attached hereto, marked Exhibit "A" and by this reference made a part hereof, is a true and accurate copy of the Fixed Rate Promissory Note (hereinafter referred to as the "**Promissory Note No. 1**") given by Mark A. Ford and Joanne M. Ford, husband and wife in favor of Firststar Bank, N.A. f/k/a Mercantile Bank Midwest.

That attached hereto, marked Exhibit "B" and by this reference made a part hereof, is a true and accurate copy of the Installment or Single Payment Note (hereinafter referred to as the "**Promissory Note No. 2**") given by Mark A. Ford dba Winterset Chiropractic Practice in favor of Firststar Bank, N.A. f/k/a Mercantile Bank Midwest.

That attached hereto, marked Exhibit "C" and by this reference made a part hereof, is a true and accurate copy of the Mortgage (hereinafter referred to as "**Mortgage No. 1**") given by Mark A. Ford and Joanne M. Ford, husband and wife, in favor of Firststar Bank, N.A. f/k/a Mercantile Bank Midwest securing Promissory Note No. 1 and Promissory Note No. 2.

That attached hereto, marked Exhibit "D" and by this reference made a part hereof, is a true and accurate copy of the Guaranty Mortgage (hereinafter referred to as "**Mortgage No. 2**") given by Mark A. Ford and Joanne M. Ford, husband and wife, in favor of Firststar Bank, N.A. f/k/a Mercantile Bank Midwest securing the above-referenced Promissory Note No. 1 and Promissory Note No. 2.

The above-described Mortgage No. 1 and Mortgage No. 2 are the first and paramount lien on the following-described real estate located in Winterset, Madison County, Iowa, to-wit:

Lot 27 of Honor's Acres Second Addition to the Town of Winterset, Madison County, Iowa.

Locally described as 123 S. 16th Avenue, Winterset, Iowa 50273.

There are defaults pursuant to the terms and provisions of Promissory Note No. 1 and Promissory Note No. 2 which said Mortgage No. 1 and Mortgage No. 2 secure. There are presently past due and owing on Promissory Note No. 1 and Promissory Note No. 2 the following sums:

- 1) Past due payments of principal and interest on Promissory Note No. 1 as of October 1, 2001 . \$2,417.16
 - 2) Past due payments of interest only on Promissory Note No. 2 as of October 1, 2001 \$1,863.36
- TOTAL: \$4,280.52**
plus interest per day from and after
October 1, 2001 plus attorney's fees and costs

EXHIBIT A PAGE 3

You and each of you are hereby notified that, unless within thirty days after completed service of this Notice of Nonjudicial Foreclosure of Nonagricultural Mortgage Pursuant to Iowa Code Chapter 655A upon you, that the above amounts, plus all accrued interest, attorney's fees, advancements and abstracting costs are paid in full at the office of Thomas H. Burke, Attorney at Law, Whitfield & Eddy, P.L.C., 317 Sixth Avenue, Suite 1200, Des Moines, Iowa 50309, or a rejection to this Notice pursuant to Iowa Code Section 655A.6 is served upon:

Thomas H. Burke
Whitfield & Eddy, P.L.C.
317 Sixth Avenue, Suite 1200
Des Moines, Iowa 50309

and filed with the Madison County (Iowa) Recorder, Mortgage No. 1 and Mortgage No. 2 previously referenced as Exhibits "C" and "D" will be foreclosed.

WITHIN THIRTY (30) DAYS AFTER YOU RECEIVE THIS NOTICE, YOU MUST EITHER CURE THE DEFAULT DESCRIBED IN THIS NOTICE OR FILE WITH THE REORDER OF THE COUNTY WHERE THE MORTGAGED PROPERTY IS LOCATED, A REJECTION OF THIS NOTICE AND SERVE A COPY OF YOUR REJECTION ON THE MORTGAGEE IN THE MANNER PROVIDED BY THE IOWA RULES OF CIVIL PROCEDURE FOR SERVICE OF ORIGINAL NOTICE. IF YOU WISH TO REJECT THIS NOTICE, YOU SHOULD CONSULT AN ATTORNEY AS TO THE PROPER MANNER TO MAKE THE REJECTION.

IF YOU DO NOT TAKE EITHER OF THE ACTIONS DESCRIBED ABOVE WITHIN THE PERIOD OF THIRTY (30) DAYS, THE FORECLOSURE WILL BE COMPLETE AND YOU WILL LOSE TITLE TO THE MORTGAGED PROPERTY. AFTER THE FORECLOSURE IS COMPLETE, THE DEBT SECURED BY THE MORTGAGED PROPERTY WILL BE EXTINGUISHED.

WHITFIELD & EDDY, P.L.C.
317 Sixth Avenue, Suite 1200
Des Moines, Iowa 50309-4195
Phone (515) 288-6041/Fax: (515) 246-1474

By: _____

Thomas H. Burke

PK0000602

ATTORNEYS FOR FIRSTAR BANK, N.A. f/k/a
MERCANTILE BANK MIDWEST

RECEIVED
MADISON CO. SHERIFF
WINTERSSET, IOWA

NOTICE OF NONJUDICIAL FORECLOSURE OF NONAGRICULTURAL
MORTGAGE PURSUANT TO IOWA CODE CHAPTER 655A

COPY

BY

TO: Union State Bank
615 East Highway 92
Winterset, IA 50273

Pursuant to that certain mortgage given
by Mark A. Ford and Joanne M. Ford,
husband and wife, in favor of Union
State Bank filed September 6, 2000 at
2:31 p.m. being recorded in Book 220
Page 440 in the office of the Madison
County (Iowa) Recorder.

YOU AND EACH OF YOU ARE HEREBY NOTIFIED THAT Firststar Bank, N.A. f/k/a
Mercantile Bank Midwest has formally commenced a Nonjudicial Foreclosure of Nonagricultural
Mortgage Pursuant to Iowa Code Chapter 655A.

That attached hereto, marked Exhibit "A" and by this reference made a part hereof, is a true and accurate copy of
the Fixed Rate Promissory Note (hereinafter referred to as the "Promissory Note No. 1") given by Mark A. Ford
and Joanne M. Ford, husband and wife in favor of Firststar Bank, N.A. f/k/a Mercantile Bank Midwest.

That attached hereto, marked Exhibit "B" and by this reference made a part hereof, is a true and accurate copy of
the Installment or Single Payment Note (hereinafter referred to as the "Promissory Note No. 2") given by Mark A.
Ford dba Winterset Chiropractic Practice in favor of Firststar Bank, N.A. f/k/a Mercantile Bank Midwest.

That attached hereto, marked Exhibit "C" and by this reference made a part hereof, is a true and accurate copy of
the Mortgage (hereinafter referred to as "Mortgage No. 1") given by Mark A. Ford and Joanne M. Ford, husband
and wife, in favor of Firststar Bank, N.A. f/k/a Mercantile Bank Midwest securing Promissory Note No. 1 and
Promissory Note No. 2.

That attached hereto, marked Exhibit "D" and by this reference made a part hereof, is a true and accurate copy of
the Guaranty Mortgage (hereinafter referred to as "Mortgage No. 2") given by Mark A. Ford and Joanne M. Ford,
husband and wife, in favor of Firststar Bank, N.A. f/k/a Mercantile Bank Midwest securing the above-referenced
Promissory Note No. 1 and Promissory Note No. 2.

The above-described Mortgage No. 1 and Mortgage No. 2 are the first and paramount lien on the following-described
real estate located in Winterset, Madison County, Iowa, to-wit:

Lot 27 of Honor's Acres Second Addition to the Town of Winterset, Madison County, Iowa.

Locally described as 123 S. 16th Avenue, Winterset, Iowa 50273.

There are defaults pursuant to the terms and provisions of Promissory Note No. 1 and Promissory Note No. 2 which
said Mortgage No. 1 and Mortgage No. 2 secure. There are presently past due and owing on Promissory Note No.
1 and Promissory Note No. 2 the following sums:

- 1) Past due payments of principal and interest on Promissory Note No. 1 as of October 1, 2001 . \$2,417.16
 - 2) Past due payments of interest only on Promissory Note No. 2 as of October 1, 2001 \$1,863.36
- TOTAL: \$4,280.52**
- plus interest per day from and after
October 1, 2001 plus attorney's fees and costs**

You and each of you are hereby notified that, unless within thirty days after completed service of this Notice of Nonjudicial Foreclosure of Nonagricultural Mortgage Pursuant to Iowa Code Chapter 655A upon you, that the above amounts, plus all accrued interest, attorney's fees, advancements and abstracting costs are paid in full at the office of Thomas H. Burke, Attorney at Law, Whitfield & Eddy, P.L.C., 317 Sixth Avenue, Suite 1200, Des Moines, Iowa 50309, or a rejection to this Notice pursuant to Iowa Code Section 655A.6 is served upon:

Thomas H. Burke
 Whitfield & Eddy, P.L.C.
 317 Sixth Avenue, Suite 1200
 Des Moines, Iowa 50309

and filed with the Madison County (Iowa) Recorder, Mortgage No. 1 and Mortgage No. 2 previously referenced as Exhibits "C" and "D" will be foreclosed.

WITHIN THIRTY (30) DAYS AFTER YOU RECEIVE THIS NOTICE, YOU MUST EITHER CURE THE DEFAULT DESCRIBED IN THIS NOTICE OR FILE WITH THE REORDER OF THE COUNTY WHERE THE MORTGAGED PROPERTY IS LOCATED, A REJECTION OF THIS NOTICE AND SERVE A COPY OF YOUR REJECTION ON THE MORTGAGEE IN THE MANNER PROVIDED BY THE IOWA RULES OF CIVIL PROCEDURE FOR SERVICE OF ORIGINAL NOTICE. IF YOU WISH TO REJECT THIS NOTICE, YOU SHOULD CONSULT AN ATTORNEY AS TO THE PROPER MANNER TO MAKE THE REJECTION.

IF YOU DO NOT TAKE EITHER OF THE ACTIONS DESCRIBED ABOVE WITHIN THE PERIOD OF THIRTY (30) DAYS, THE FORECLOSURE WILL BE COMPLETE AND YOU WILL LOSE TITLE TO THE MORTGAGED PROPERTY. AFTER THE FORECLOSURE IS COMPLETE, THE DEBT SECURED BY THE MORTGAGED PROPERTY WILL BE EXTINGUISHED.

WHITFIELD & EDDY, P.L.C.
 317 Sixth Avenue, Suite 1200
 Des Moines, Iowa 50309-4195
 Phone (515) 288-6041/Fax: (515) 246-1474

By: 

Thomas H. Burke PK0000602
 ATTORNEYS FOR FIRSTAR BANK, N.A. f/k/a MERCANTILE
 BANK MIDWEST

Handwritten: A 6

*** RETURN OF SERVICE ***

IN THE IOWA DISTRICT COURT FOR

MADISON COUNTY

CASE NAME: Diligent Search

FIRSTAR BANK, N.A.
VS

FORD, MARK A AND
FORD, JOANNE M
UNION STATE BANK

CASE NO: FILE COPY 52776

NOTICE RECEIVED: 10/08/01

STATE OF IOWA

MADISON COUNTY

Attempted to
I certify that I served a copy of: NOTICE OF NONJUDICIAL FORECLOSURE OF NONAGRICULTURAL MORTGAGE

- Petition and Original Notice
- Modification/Application and Notice
- Order to Show Cause
- Order Filed _____
- Writ _____
- Other _____

ATTEMPTED:

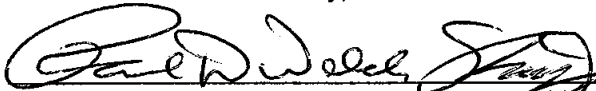
~~XXXX~~ Served FORD, MARK A at 123 S 16TH AV on 10/08/01 10:00
WINTERSET, IA 50273

NOTE:(Diligent Search, etc.)

DEFENDANT MOVED TO COLUMBUS, OHIO SIX TO EIGHT WEEKS AGO

Processing : 4.50
 Mileage : 0.00
 Trust/Copy : 0.00
 MISC. : 0.00
 TOTAL : 4.50

PAUL D WELCH, SHERIFF
MADISON County, IOWA


Signature Title

PAUL D. WELCH, SHERIFF

Fees charged to ~~paid by~~ Atty/Party ~~XXXX~~ WHITFIELD & EDDY, PLC

EXHIBIT B PAGE 1

*** RETURN OF SERVICE ***

IN THE IOWA DISTRICT COURT FOR

MADISON COUNTY

CASE NAME: Business

FIRSTAR BANK, N.A.
VS
FORD, MARK A AND
FORD, JOANNE M
UNION STATE BANK

CASE NO: FILE COPY 52776

NOTICE RECEIVED: 10/08/01

STATE OF: IOWA

MADISON COUNTY

I certify that I served a copy of: NOTICE OF NONJUDICIAL FORECLOSURE OF NONAGRICULTURAL MORTGAGE

- Petition and Original Notice
- Modification/Application and Notice
- Order to Show Cause
- Order Filed _____
- Writ _____
- Other _____

Served UNION STATE BANK

by Serving JEFF NOLAN

its PRESIDENT
201 W COURT AV
WINTERSET, IA 50273
on 10/08/01 at 13:35

NOTE:(Diligent Search, etc.)

Processing : 15.50
 Mileage : 3.10
 Trust/Copy : 0.00
 MISC. : 0.00
 TOTAL : 18.60

PAUL D WELCH, SHERIFF
MADISON County, IOWA

Craig Busch, Chief Deputy
Signature Title
CRAIG BUSCH, CHIEF DEPUTY

Fees charged to ~~party~~ ~~Atty~~ ~~Party~~: WHITFIELD & EDDY, PLC

EXHIBIT B PAGE 3

AFFIDAVIT OF PUBLICATION

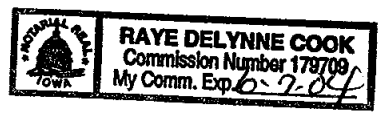
STATE OF IOWA
SS.
Madison County

TED GORMAN BEING JULY SWORN
SAYS HE IS PUBLISHER OF THE
WINTERSET MADISONIAN, a once weekly
newspaper of general circulation,
published in Winterset, Iowa, and that
the notice, a copy which is annexed and
made part hereof, was correctly published
in said newspaper
for the period of three consecutive
weeks, the last publication thereof being
on the 31st day of October, 2001.

Ted Gorman
Subscribed and sworn to before me this
31st day of October, 2001.

[Signature]
NOTARY PUBLIC
In and for Madison County

Fee \$157.81



NOTICE OF NONJUDICIAL FORECLOSURE OF NONAGRICULTURAL MORTGAGE PURSUANT TO IOWA CODE CHAPTER 655A

TO: Mark A. Ford
123 S. 16th Avenue
Winterset, Iowa 50273

Joanne M. Ford
123 S. 16th Avenue
Winterset, Iowa 50273

YOU AND EACH OF YOU ARE HEREBY NOTIFIED THAT Firststar Bank, N.A. f/k/a Mercantile Bank Midwest has formally commenced a Nonjudicial Foreclosure of Nonagricultural Mortgage Pursuant to Iowa Code Chapter 655A.

That attached hereto, marked Exhibit "A" and by this reference made a part hereof, is a true and accurate copy of the Fixed Rate Promissory Note (hereinafter referred to as the "Promissory Note No. 1") given by Mark A. Ford and Joanne M. Ford, husband and wife in favor of Firststar Bank, N.A. f/k/a Mercantile Bank Midwest.

That attached hereto, marked Exhibit "B" and by this reference made a part hereof, is a true and accurate copy of the Installment or Single Payment Note (hereinafter referred to as the "Promissory Note No. 2") given by Mark A. Ford dba Winterset Chiropractic Practice in favor of Firststar Bank, N.A. f/k/a Mercantile Bank Midwest.

That attached hereto, marked Exhibit "C" and by this reference made a part hereof, is a true and accurate copy of the Mortgage (hereinafter referred to as "Mortgage No. 1") given by Mark A. Ford and Joanne M. Ford, husband and wife, in favor of Firststar Bank, N.A. f/k/a Mercantile Bank Midwest securing Promissory Note No. 1 and Promissory Note No. 2.

That attached hereto, marked Exhibit "D" and by this reference made a part hereof, is a true and accurate copy of the Guaranty Mortgage (hereinafter referred to as "Mortgage No. 2") given by Mark A. Ford and Joanne M. Ford, husband and wife, in favor of Firststar Bank, N.A. f/k/a Mercantile Bank Midwest securing the above-referenced Promissory Note No. 1 and Promissory Note No. 2.

The above-described Mortgage No. 1 and Mortgage No. 2 are the first and paramount lien on the following-described real estate located in Winterset, Madison County, Iowa, to-wit:

Lot 27 of Honor's Acres Second Addition to the Town of Winterset, Madison County, Iowa.

Locally described as 123 S. 16th Avenue, Winterset, Iowa 50273.

There are defaults pursuant to the terms and provisions of Promissory Note No. 1 and Promissory Note No. 2 which said Mortgage No. 1 and Mortgage No. 2 secure. There are presently past due and owing on Promissory Note No. 1 and Promissory Note No. 2 the following sums:

1)	Past due payments of principal and interest on Promissory Note No. 1 as of October 1, 2001	\$2,417.16
2)	Past due payments of interest only on Promissory Note No. 2 as of October 1, 2001	\$1,863.36
	TOTAL:	\$4,280.52
		plus interest per day from and after October 1, 2001 plus attorney's fees and costs

You and each of you are hereby notified that, unless within thirty days after completed service of this Notice of Nonjudicial Foreclosure of Nonagricultural Mortgage Pursuant to Iowa Code Chapter 655A upon you, that the above amounts, plus all accrued interest, attorney's fees, advancements and abstracting costs are paid in full at the office of Thomas H. Burke, Attorney at Law, Whitfield & Eddy, P.L.C., 317 Sixth Avenue, Suite 1200, Des Moines, Iowa 50309, or a rejection to this Notice pursuant to Iowa Code Section 655A.6 is served upon:

Thomas H. Burke
Whitfield & Eddy, P.L.C.
317 Sixth Avenue, Suite 1200
Des Moines, Iowa 50309

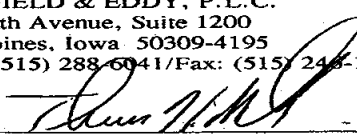
and filed with the Madison County (Iowa) Recorder, Mortgage No. 1 and Mortgage No. 2 previously referenced as Exhibits "C" and "D" will be foreclosed.

WITHIN THIRTY (30) DAYS AFTER YOU RECEIVE THIS NOTICE, YOU MUST EITHER CURE THE DEFAULT DESCRIBED IN THIS NOTICE OR FILE WITH THE RECORDER OF THE COUNTY WHERE THE MORTGAGED PROPERTY IS LOCATED, A REJECTION OF THIS NOTICE AND SERVE A COPY OF YOUR REJECTION ON THE MORTGAGEE IN THE MANNER PROVIDED BY THE IOWA RULES OF CIVIL PROCEDURE FOR SERVICE OF ORIGINAL NOTICE. IF YOU WISH TO REJECT THIS NOTICE, YOU SHOULD CONSULT AN ATTORNEY AS TO THE PROPER MANNER TO MAKE THE REJECTION.

IF YOU DO NOT TAKE EITHER OF THE ACTIONS DESCRIBED ABOVE WITHIN THE PERIOD OF THIRTY (30) DAYS, THE FORECLOSURE WILL BE COMPLETE AND YOU WILL LOSE TITLE TO THE MORTGAGED PROPERTY. AFTER THE FORECLOSURE IS COMPLETE, THE DEBT SECURED BY THE MORTGAGED PROPERTY WILL BE EXTINGUISHED.

WHITFIELD & EDDY, P.L.C.
317 Sixth Avenue, Suite 1200
Des Moines, Iowa 50309-4195
Phone (515) 288-6041/Fax: (515) 248-1474

By:


Thomas H. Burke

PK0000602

ATTORNEYS FOR FIRSTSTAR BANK, N.A.
f/k/a MERCANTILE BANK MIDWEST

22-24c

EXHIBIT C PAGE 2