

6115

RETURN TO: *Prepared by:*  
U.S. Bank Home Mortgage  
4801 Frederica Street  
Owensboro, KY 42301  
Attn: Linda Yorns

COMPUTER   
RECORDED   
COMPARED

MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA

MERS Phone # 888-679-6377

*Min#100021269120015965*

HOMESERVICES LENDING, LLC DBA  
MIDAMERICAN HOME SERVICES MORTGAGE

Assignment of Mortgage/~~Deed~~  
~~of Trust~~

Pool #: LPO #: Loan #: 0051473486 /  
6912001596

For value received, HOMESERVICES LENDING, LLC DBA MIDAMERICAN HOME SERVICES MORTGAGE  
100 South Fifth Street, Minneapolis, MN 55402 hereby sells,  
assigns and transfers to:  
**Mortgage Electronic Registration Systems, Inc., P.O. Box 2026,  
Flint, Michigan 48501-2026, its successors and assigns**

its successors and assigns, all its right, title and interest in and to a certain mortgage/deed of trust executed by:  
ALLEN J WHITLOW AND RENEE K WHITLOW, HUSBAND AND WIFE

and bearing the date the 10 day of MARCH Year 2005 And  
recorded in the office of the Recorder of MADISON County,  
State of IA in Book 2005 at Page 1212  
as Document No. 2005 1212 on the 22 day of March A.D. 2005  
Signed the 24 day of MARCH A.D. 2005

*See Attached legal*

HOMESERVICES LENDING, LLC DBA  
MIDAMERICAN HOME SERVICES MORTGAGE

*Kevin J Rudeen*  
KEVIN J RUDEEN

Title ASSISTANT SECRETARY

State of MINNESOTA }  
County of HENNEPIN } SS

On this 24 Day of MARCH A.D. 2005 before me, a Notary Public,  
personally appeared KEVIN J RUDEEN 100 South Fifth Street, Minneapolis, MN 55402  
to me known, who being duly sworn, did say that (he/she) is the ASSISTANT SECRETARY  
of HOMESERVICES LENDING, LLC DBA MIDAMERICAN HOME SERVICES MORTGAGE, and that said  
instrument was signed on behalf of said company.

PREPARED BY Linda Stream

*Linda Kay Stream*  
NOTARY PUBLIC  
LINDA KAY STREAM  
NOTARY PUBLIC-MINNESOTA  
My Commission Expires Jan 31, 2010

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to Lender, with power of sale, the following described property located in the COUNTY of MADISON

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT EIGHT (8) AND THE EAST 11 FEET OF LOT SEVEN (7) IN BLOCK TWENTY (20) OF THE ORIGINAL TOWN OF WINTERSET, MADISON COUNTY, IOWA.

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 10304, DES MOINES, IA 503060304

Parcel ID Number:  
303 W COURT AVENUE  
WINTERSET

which currently has the address of  
[Street]  
[City], Iowa 50273 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Initials: <sup>ASW</sup>  
RKW