

Document 2006 358

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MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>



This instrument prepared by and return to:

MATTHEW F. HRUBETZ, ABENDROTH & RUSSELL, P.C., 2536 - 73rd Street, Urbandale; Iowa 50322

Phone # (515) 278-0623

Mail tax statements to:

AMERICAN GENERAL FINANCIAL, INC., 5128 SE 14TH STREET, DES MOINES IA 50320

A&R File #7775-05-MFH (cw)

**AGREEMENT ACCOMPANYING DEED IN LIEU OF FORECLOSURE
PURSUANT TO CODE OF IOWA §654.18**

1. This agreement is mutually entered into between John A. Fisher and Romona J. Fisher, husband and wife, (Mortgagors) and American General Financial Services, Inc., a corporation, (Mortgagee) in conjunction with Code of Iowa §654.18 as an alternative means to initiating judicial mortgage foreclosure proceedings upon 325 NW Lynn Avenue, Earlham, Iowa 50072.

2. In conjunction with this agreement Mortgagors shall convey to Mortgagee all interest in the real property subject to the mortgage, namely: **The South Half (1/2) of Lot Two (2) in Block Nine (9) of WILSON'S Addition to the Town of Earlham, Madison County, Iowa.**

3. Mortgagee accepts the Mortgagors' conveyance and waives any rights to pursue a deficiency or other claim against the Mortgagors arising for the mortgage.

4. The Mortgagors shall have immediate access to the real property for the purposes of maintaining and protecting the property.

5. Mortgagors and Mortgagee have elected to enter this agreement as an alternative to standard judicial or non-judicial foreclosure proceedings and pursuant to Code of Iowa §654.18 (2005).

6. Mortgagee has furnished Mortgagors in duplicate forms entitled Disclosure and Notice of Cancellation in compliance with Code of Iowa §654.18(1)(f)(2005). A copy of which is attached hereto.

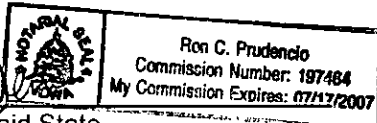
7. For purposes of providing statutory notice the date of this transaction shall be

January 10, 2006.

STATE OF IOWA)
) SS:
COUNTY OF MADISON)

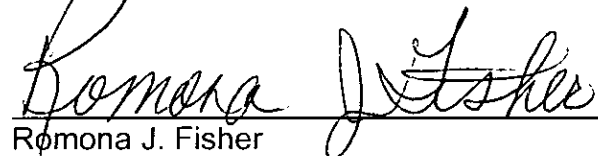
On this 14 day of January, 2006,
before me the undersigned, a Notary Public in and for
said State, personally appeared **John A. Fisher and
Romona J. Fisher, husband and wife**, to me known
to be the identical persons named in and who
executed the foregoing instrument and acknowledged
that those persons executed the same as their
voluntary act and deed.


Notary Public in and for said State



Dated: 1/14, 2006


John A. Fisher


Romona J. Fisher

This instrument prepared by and return to:
MATTHEW F. HRUBETZ, ABENDROTH & RUSSELL, P.C., 2536 – 73rd Street, Urbandale, Iowa 50322

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DISCLOSURE AND NOTICE OF CANCELLATION

DATE OF TRANSACTION: January 10, 2006

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 of 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 the attached notice of cancellation to American General Financial Services, Inc., a corporation, c/o Abendroth and Russell, 2536 – 73rd Street, Urbandale Iowa 50322 before midnight of January 15, 2006.

I HEREBY CANCEL THIS TRANSACTION.

John A. Fisher

Romona J. Fisher