

Document 2006 1136

Book 2006 Page 1136 Type 06 009 Pages 4
Date 3/23/2006 Time 1:51 PM
Rec Amt \$22.00

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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

PCA

Recorder's Cover Sheet
Estoppel Affidavit

Prepared by:

Donald F. Neiman
Bradshaw, Fowler, Proctor & Fairgrave, P.C.
801 Grand Avenue, Suite 3700
Des Moines, IA 50390
Phone: 515-243-4191

RETURN TO:

Critelli & Hubbard, P.C. -- Attn. Karen Moon
9902 Swanson Blvd.
Clive, IA 50325
515-255-8750

Grantor: Thomas M and Deborah Brown

Grantee: The Public

Legal Description: See Page 2

Preparer

Information: Donald F. Neiman 801 Grand, Ste. 3700 Des Moines, IA 515/243-4191

ESTOPPEL AFFIDAVIT

STATE OF IOWA)
) SS:
COUNTY OF POLK)

Thomas M. Brown and Deborah Brown, herein referred to as "Borrowers", first being duly and separately sworn, depose and state:

That they are the parties who made, executed and delivered that certain deed ("Deed") to Green Tree Financial Servicing Corporation, ("Lender"), dated the 9th day of January, 2006, conveying the following described real estate:

- . Lot Thirty-nine (39) of Honor's Acres Second Addition to the Town of Winterset, Madison County, Iowa

That the Deed was an absolute conveyance of the title to said premises to Lender in effect as well as in form, and was and is not intended as a mortgage, trust conveyance or security of any kind; that possession of said premises has been surrendered to Lender; and that the consideration for the Deed was and is, subject to the limitations described herein, the release of all personal liability on the indebtedness owed to Lender by Borrowers represented by a Promissory Note (herein referred to as the Indebtedness) as follows:

Promissory Note dated December 10, 2001 in the principal sum of Two Hundred Five Thousand Dollars and no cents (\$205,000.00).

Said Indebtedness is secured by a Mortgage (herein referred to as the Mortgage) as follows:

Mortgage dated December 10, 2001 filed December 27, 2001 as Document No. 005842, filed at Book 2001 at Page 5842 of the Madison County Recorder's records.

That the aforesaid Deed and conveyance was made by Borrowers as the result of her request that Lender accept such Deed and was their free and voluntary act; that, at the time of making said Deed, Borrowers felt, and still feels, that the transfer was fair, that it was based on adequate consideration, that the Indebtedness above mentioned exceeds the fair value of the property so conveyed, and that said Deed was not given as a preference against any other

creditors of Borrowers; that Borrowers, in offering to execute the aforesaid Deed to Lender and in executing same, were not acting under any duress, undue influence, misapprehension or misrepresentation by Lender, or the agent or attorney or any other representative of Lender; and that it was the intention of Borrowers, as Grantor in said Deed, to convey, and by said Deed Borrowers did convey, absolutely to Lender all her right, title, interest and estate in and to the premises described in said Deed.

That Lender has no obligation under any circumstances to reconvey said real estate to Borrowers.

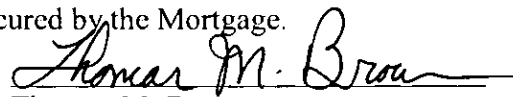
That Borrowers have been represented by their own counsel in connection with the negotiations giving rise to the aforesaid Deed; that the bankruptcy proceedings involving Borrowers has been completed and closed; that Borrowers are not foreign persons subject to the withholding provisions of the Federal Tax Reform Act of 1984; and that Borrowers have a positive net worth exclusive of exempt property after delivery of the Deed.

That no one other than Borrowers has or claims any interest in said premises not appearing of record, and that no contract has been entered into for the sale and conveyance of said premises other than the conveyance to Lender as herein indicated; and that there is no outstanding unrecorded deed, except the Deed to Lender, nor any mortgage, trust deed, chattel mortgage, conditional sales contract or vendor's lien or other lien, interest or encumbrance which is or may be superior to the title to be conveyed to Lender.

That within the last ninety days, no improvements or repairs have been made on the premises hereinbefore described or upon the improvements located thereon, nor any work done thereon, which have or has not been fully paid for, nor have any materials which have not been fully paid for been furnished within said ninety days for use upon said premises or the improvements thereon, and Borrowers hereby waives, releases and discharges any lien or claim they may have against said land or the improvement thereon under the mechanic's lien laws of the State of Iowa.

That Borrowers agree that, as a part of the consideration for Lender's acceptance of the Deed, Borrowers release and forever discharge Lender, its officers, directors, employees and all other persons, firms and corporations directly or indirectly related to or connected with Lender from any and all liability arising either directly or indirectly out of the Mortgages and the Indebtedness secured thereby or any other transactions between Borrowers and Lender.

This affidavit is made for the protection and benefit of Lender, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators and assigns of Borrowers, and is further made to Lender for the purpose of inducing it to accept an absolute conveyance of the above premises by deed in consideration of its releasing, in part, Borrowers from all personal liability on the Indebtedness secured by the Mortgage.


Thomas M. Brown

Deborah Brown
Deborah Brown

STATE OF IOWA)
) SS:
COUNTY OF Polk)

On this 9 day of January, 2006, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Thomas M. Brown and Deborah Brown, to me personally known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Donald F. Neiman
Donald F. Neiman, Notary Public
in and for said County and State

