

REC 25.00
ADD 5.00
R.M.F. \$ 1.00

FILED NO. 3574

BOOK 61 PAGE 202

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Preparer Information G. Stephen Walters P O Box 230 Winterset IA 515-462-3731
Individual's Name Street Address City Phone

SPACE ABOVE THIS LINE
FOR RECORDER

WARRANTY DEED

For the consideration ~~of~~ from children to parent where only consideration is cancellation of indebtedness
Dollar(s) and other valuable consideration,
Roger Meade and Janelle Meade, husband and wife

do hereby Convey to
June Myers

the following described real estate in Madison County, Iowa:

Lot One (1) in Block Fourteen (14) of the Original Town of
Winterset, Madison County, Iowa.

This is a deed from Roger Meade and Janelle Meade, the son-in-law
and daughter of June Myers, to June Myers, where the only
consideration is the cancellation of indebtedness existing between
these family members.

This deed also is granted as part of the alternative nonjudicial
voluntary foreclosure procedure under Iowa Code Section 654.18, and
as such, is given pursuant to a Mutual Written Agreement of
Mortgagors and Mortgagee, with a Disclosure and Notice of
Cancellation. Originals of the Mutual Written Agreement of
Mortgagors and Mortgagee and the Disclosure and Notice of
Cancellation are attached and incorporated.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real
estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate;
that the real estate is Free and Clear of all Liens and Encumbrances except as may be above stated; and
grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as
may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and
distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or
plural number, and as masculine or feminine gender, according to the context.

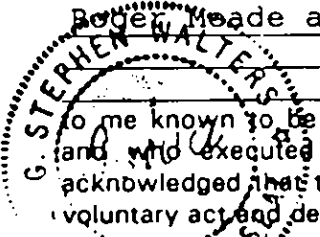
STATE OF IOWA

Dated: June 7, 1996

SS:
MADISON COUNTY,
On this 7th day of June,
19 96, before me, the undersigned, a Notary
Public in and for said State, personally appeared
Roger Meade and Janelle Meade

Roger Meade
Roger Meade (Grantor)

Janelle Meade
Janelle Meade (Grantor)



to me known to be the identical persons named in
and who executed the foregoing instrument and
acknowledged that they executed the same as their
voluntary act and deed.

G. Stephen Walters
Notary Public

(Grantor)

(Grantor)

(This form of acknowledgment for individual grantor(s) only)

MUTUAL WRITTEN AGREEMENT OF MORTGAGORS AND MORTGAGEES

Roger Meade and Janelle Meade, husband and wife, and June Myers hereby agree as follows:

1. On June 25, 1993, Roger Meade and Janelle Meade executed a Promissory Note, in the principal amount of \$48,000, under which they promised to repay the \$48,000, with interest thereon from July 1, 1993, payable monthly at the rate of 8% per annum, through making payments of \$360 on or before August 1, 1993, and \$360 on or before the first day of each month thereafter, with payments being applied first toward interest and then toward principal.

2. Roger Meade and Janelle Meade are substantially in arrears in making these \$360 per month payments.

3. This Promissory Note was and is secured by a Mortgage from Roger Meade and Janelle Meade, husband and wife, to June Myers, dated June 25, 1993, and recorded June 28, 1993, in Book 167, commencing on page 704, in the office of the Madison County, Iowa, recorder, which covers the following described real property:

Lot One (1) in Block Fourteen (14) of the Original Town of Winterset, Madison County, Iowa.

4. Roger Meade and Janelle Meade, as mortgagors, and June Myers, as mortgagee, have agreed to complete an alternative nonjudicial voluntary foreclosure pursuant to Iowa Code Section 654.18.

5. Mortgagors, Roger Meade and Janelle Meade, hereby agree to convey to June Myers all of their right, title and interest in the real property described above in Paragraph 3, which real property is subject to the mortgage described above.

6. June Myers agrees to accept this conveyance by Roger Meade and Janelle Meade and to waive any rights to a deficiency or other claim against

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Roger Meade and Janelle Meade arising from the mortgage or from the promissory note described above, upon the completion of this alternative nonjudicial voluntary foreclosure procedure, such that June Myers has merchantable title to the real property in question.

7. Mortgagee, June Myers, shall have immediate access to the real property for purposes of maintaining and protecting the property.

8. This Mutual Written Agreement of Mortgagors and Mortgagee shall be attached to the Warranty Deed conveying the property from Roger Meade and Janelle Meade to June Myers and recorded in the office of the Madison County Recorder, as a jointly executed document stating that the mortgagor and mortgagees have elected to follow this alternative voluntary foreclosure procedure pursuant to Iowa Code Section 654.18.

9. There are no junior lien holders pursuant to Iowa Code Section 654.18(e) (1995).

10. Mortgagors, Roger Meade and Janelle Meade, hereby acknowledge receipt of a completed form, in duplicate, captioned "Disclosure and Notice of Cancellation", in ten-point bold-faced type, a copy of which is attached and incorporated.

11. This Mutual Written Agreement of Mortgagors and Mortgagee, with the Warranty Deed simultaneously executed by the mortgagors, Roger Meade and Janelle Meade, will not be recorded in the office of the Madison County Recorder, unless five (5) business days have passed after the date of this transaction, and Roger Meade and/or Janelle Meade have not signed and delivered or mailed the said Disclosure and Notice of Cancellation to June Myers on or before the date provided in the attached and incorporated Disclosure and Notice of Cancellation.

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DISCLOSURE AND NOTICE OF CANCELLATION

June 7 , 1996

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 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 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 June Myers before midnight of June 17, 1996.

I HEREBY CANCEL THIS TRANSACTION.

Date

Signature

Date

Signature