

IND. REC. PAGE

Compared

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FILED NO. BOOK 124 PAGE 145

ESTOPPEL AFFIDAVIT - IOWA

1988 MAR 10 AM 11:16

STATE OF IOWA )
COUNTY OF BSK ) ss.

Fee \$10.00

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Lee J. Wheeler, Jr. (a/k/a Lee Jr. Wheeler and Lee Wheeler Jr.) and Maxine Wheeler, a/k/a Maxine A. Wheeler, husband and wife, and Keith E. Wheeler and Julie C. Wheeler, husband and wife, being first duly sworn on their oath, depose and say:

That they are the identical parties who made, executed, and delivered that certain deed to The Federal Land Bank of Omaha signed the 9th day of March, 1988, conveying the following-described property, to wit:

S 1/2 SW 1/4, SE 1/4 SE 1/4 -----27
N 1/2 NW 1/4, NE 1/4 NE 1/4, SW 1/4, W 1/2 SE 1/4 (EXCEPT a
parcel of land described as commencing at the west quarter
corner thence South 0°00' 1317.2 feet; thence North 89°11'
East 1664.0 feet to the point of beginning; thence North
4°46' West 43.0 feet; thence North 83°06' East 294.9 feet;
thence South 4°03' East 217.1 feet; thence South 86°44' West
292.1 feet; thence North 4°46' West 155.4 feet to the point
of beginning, containing 1.399 acres, and an access easement
33.0 feet wide 16.5 feet either side of the following
described centerline: Commencing at the west quarter corner
thence South 0°00' 1317.2 feet to the point of beginning of
the easement; thence North 89°11' East 1664.0 feet to the end
of the access easement), -----34
and NW 1/4 NW 1/4 -----35
and S 1/2 NW 1/4, SW 1/4 NE 1/4 -----36
All in -----74N 29
West 5th P.M.

That the aforesaid deed was an absolute conveyance of the title to said premises to the grantee named therein in effect as well as in form, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to the said grantee; that the consideration in the aforesaid deed was and is the release of personal liability of the parties named above, in conjunction with loan number 139-09-8865007.

That this affidavit shall constitute an agreement within the meaning of Iowa Code Chapter 654.19 and shall be considered a transfer of agricultural land by a mortgagor to a mortgagee in satisfaction of all or part of the mortgage or obligation. That mortgagors have not been granted a right to repurchase the property or to lease the same.

That the aforesaid deed and conveyance was made by these deponents as the result of their request that the grantee accept such deed and was their free and voluntary act; that said deed was not given as a preference against any other creditors of the deponents; that at the time it was given, there was no other person or persons, firms or corporations, other than the grantee therein named, interested, either directly or indirectly, in said premises; that these deponents have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said deed; and that deponents in offering to execute the aforesaid deed to the grantee therein, and in executing same, were not acting under any misapprehension as to the effect thereof, not under any duress, undue influence, or misrepresentation by the grantee or the agent or attorney of the grantee in said deed, and that it was the intention of these deponents as grantors in said deed to convey and by said deed these deponents did convey to the grantee therein all their right, title, and interest absolutely in and to the premises described in said deed.

This affidavit is made for the protection and benefit of the aforesaid grantee in said deed, 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 undersigned.

March 9 1988

Date

Lee J. Wheeler Jr.

Lee J. Wheeler Jr. (a/k/a Lee Jr. Wheeler and Lee Wheeler Jr.)

Maxine A. Wheeler

Maxine Wheeler (a/k/a Maxine A. Wheeler)

Keith E. Wheeler

Keith E. Wheeler

Julie C. Wheeler

Julie C. Wheeler

STATE OF IOWA )  
COUNTY OF Polk ) ss.

On this 9th day of March, 1988, before me, a Notary Public in and for said County and State, personally appeared Lee J. Wheeler (a/k/a Lee Jr. Wheeler and Lee Wheeler Jr.) and Maxine Wheeler (a/k/a Maxine A. Wheeler), husband and wife, and Keith E. Wheeler and Julie C. Wheeler, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_.



*[Handwritten mark]*