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STATE OF IOWA)
COUNTY OF Madison)

IND
REC
FILE

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$10.00

THIS AFFIDAVIT, made February 29, 1988, by Beth Flander, the duly appointed executor of the Estate of Mary Gabrielson, referred to as the Grantor, and said Grantor being first duly sworn deposes and states as follows:

On November 26, 1979, Howard E. Leist, single, and Mary L. Gabrielson, single, executed and delivered one promissory note to United Federal Savings and Loan Association of Des Moines, the note being in the principal sum of \$10,000.00 with interest at 11.00% per annum and secured by a mortgage, the mortgage being recorded on November 29, 1979, in Book 132 at Page 415 in the records of the Madison County Recorder's office. The mortgage covers certain real property situated in the County of Madison, State of Iowa, described as:

The North 72 feet of Lot One (1) in Block Thirty (30) of the Original Town of Winterset, Madison County, Iowa,

referred to as the Real Estate. Grantor has defaulted in the payments due on the note and the Grantor states that she is unable to meet the obligations of the note according to its terms.

United Federal Savings Bank of Iowa referred to as the Grantee, is the present legal holder of the note and mortgage and that pursuant to an agreement with the Grantee, the Grantors made, executed and delivered a certain deed dated February 29, 1988, which conveyed the Real Estate to the Grantee.

Grantor acknowledges, agrees and certifies that the deed is an absolute conveyance of the Grantors' rights, title and interest in and to the Real Estate, together with the release of all owner and homestead rights in and to Real Estate. Also Grantors convey, transfer and assigns to the Grantee the Grantors' rights of possession, rentals and equity of redemption in and to the Real Estate. Grantors represent and acknowledge that (a) they have not entered into any agreement with any other person or persons to sell, transfer or convey the Real Estate and (b) neither of the Grantors have purchased any fixtures, equipment or personal property installed on or affixed to the Real Estate for which payment has not been made in full or for which a financing statement or security agreement could be filed. The value of the Real Estate is not in excess of the amount of total indebtedness outstanding, and in consideration of such conveyance, the Grantors will receive a full and complete release or personal liability

on the note together with the cancellation of record by the Grantee upon acceptance and approval of the deed by the Grantee.

The Warranty Deed is given voluntarily by the Grantors to the Grantee in good faith on the part of the Grantors and Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever or any misunderstanding on the part of Grantors, and is not given as a preference against any creditors of the Grantors. The Warranty Deed shall not restrict the right of the Grantee to institute foreclosure proceedings if the Grantee desires, but the conveyance by Warranty Deed shall be and is intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Grantors equity or redemption, and with full release of all Grantors' rights, title and interest of every character in and to the Real Estate, subject to acceptance and approval of the deed by the Grantee. Grantors understand that the giving of the deed may interfere with the obtaining of further insured mortgage loans.

The Grantors assign to the Grantee all hazard insurance policies now in effect on the Real Estate and all escrow deposits for the payment of taxes, insurance and other loan purposes (if any) presently held by the Grantee, and Grantors further assign to the Grantee the right to receive payment of any claim payable under the terms of the insurance policies, including any premium refund.

The Grantors acknowledge that the Grantee has not provided the Grantors with any tax advice concerning the income tax effects of the transfer of the Real Estate to the Grantee.

This affidavit and assignment have been made for the protection and benefit of the Grantee its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the Real Estate, and shall bind the representatives, heirs, executors, administrators and assigns of the undersigned.

Beth Flander
Beth Flander - Executor of the
Estate of Mary Gabrielson

SUBSCRIBED and SWORN to before me on this

29 day of February, 1988.

Arnold P. Lane
Notary Public in and for the
State of Iowa

