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FILED NO. 1464

BOOK 126 PAGE 327

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SUPPLEMENTAL AFFIDAVIT PURSUANT TO SECTION 654.18

STATE OF IOWA :
 : ss
MADISON COUNTY :

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$15.00

COMES NOW the undersigned, being first duly sworn on oath, and states:

1. The undersigned signed an Affidavit of Mailing on January 15, 1990, and filed the same on January 16, 1990, in Book 126 at Page 320 in the Office of the Recorder of Madison County, Iowa.

2. The Notices of Election to Follow Alternative NonJudicial Voluntary Foreclosure Procedure were in fact mailed by U.S. certified mail to all junior lienholders identified in said Affidavit of Mailing and no lienholder has exercised any rights of redemption or redeemed pursuant to Section 628.29 of the Code of Iowa.

3. More than thirty (30) days from the date of the mailing of said Notices has passed and the redemption period for junior lienholders has expired.

4. None of the parties upon whom such Notice of Election to Follow Alternative Nonjudicial Voluntary Foreclosure Procedure was served, at the time of the service of the Notice upon them, or at the time of making this Affidavit, was or is in the military services or with the Armed Forces of the United States of America or are they or any of them in any way entitled to any rights under the Soldiers and Sailors' Civil Relief Act or similar act or acts amended to or supplemental to the prior stated acts.

5. On December 4, 1989, the United States of America, Farmers Home Administration and Nicholas C. Bek entered into an agreement to follow an alternative nonjudicial voluntary foreclosure procedure, and said agreement was recorded December 5, 1989, at Book 126, page 198 in the Madison County Recorder's office in Winterset, Iowa. Attached to that agreement and provided to Nicholas C. Bek were two copies of the Disclosure and Notice of Cancellation attached to this Affidavit as Exhibit "1" and Nicholas C. Bek acknowledged receipt of the two Disclosure and Notice of Cancellation documents in the agreement. The two copies of Disclosure and Notice of Cancellation were erroneously omitted from the filed agreement recorded at Book 126, Page 198. The Affidavit of Nicholas Bek is filed as of this date to acknowledge receipt of two copies of Disclosure and Notice of Cancellation attached to the agreement executed by him and Farmers Home Administration.

6. As part of the alternative nonjudicial voluntary foreclosure procedure, a Deed was executed by Nicholas C. Bek to United States of America, Farmers Home Administration but was erroneously recorded prior to the expiration of the 30 day Notice to Creditors. Another Deed has been prepared from Nicholas C. Bek to United States of America, Farmers Home Administration following the expiration of the 30 day redemption period and will be re-recorded to eliminate any title objections.

This Affidavit is given pursuant to Section 654.18 of the Code of Iowa.

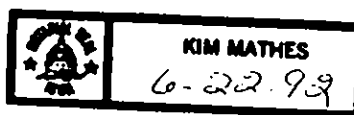
CHICKERING & JANSSEN

By Susan K. Janssen
Susan K. Janssen
65 Jefferson
Winterset, IA 50273
(515) 462-2111

ATTORNEY FOR MORTGAGEE.

On this 16th day of January, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Susan K. Janssen, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Kim Mathes
Notary Public in and for the
State of Iowa.



DISCLOSURE AND NOTICE OF CANCELLATION

December 4, 1989

Date of Transaction

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. The form of this Notice is as prescribed by Iowa Code Section 654.18. You are advised that you have no rights of redemption under the terms of your FmHA Mortgage.

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 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 the United States of America, acting through the Farmers Home Administration, at P. O. Box 231, 209 E. Madison, Winterset, Iowa 50273, before midnight of December 9, 1989.

I HEREBY CANCEL THIS TRANSACTION.

(Date)

Nicholas C. Bek
Borrower

EXHIBIT I