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AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00

FILED NO. 2930  
BOOK 42 PAGE 219

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AFFIDAVIT

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COMPARED

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

STATE OF IOWA :  
                  : SS  
POLK COUNTY   :

I, M. W. Coil, being first duly sworn on oath depose and state as follows, for the purpose of clarifying the record chain of title to the following described real estate, to-wit:

The Southeast Quarter (1/4) of the Southwest Quarter (1/4) and the West Half (1/2) of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Nineteen (19) and the East Half (1/2) of the Northwest Quarter (1/4) and the Northwest Quarter (1/4) of the Northeast Quarter (1/4) and the Northeast Quarter (1/4) of the Southwest Quarter (1/4) and the Southwest Quarter (1/4) of the Northeast Quarter (1/4) and the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty (30) in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa

I have been and am now Vice President of East Des Moines National Bank at Des Moines, Iowa. I know of my own personal knowledge that the following transactions occurred respecting the above described real estate:

1. East Des Moines National Bank acquired title to the above described real estate by virtue of a warranty deed executed by David A. Nelson, a single person, dated August 26, 1992, and filed of record August 31, 1992, in Book 130, Page 340, in the Office of the Recorder of Madison County, Iowa. The consideration for said conveyance was the release of David A. Nelson from all personal liability under a promissory note secured by a mortgage on the above described real estate recorded in Book 151, Page 249, in the Office of the Recorder of Madison County, Iowa. The deed was given in lieu of foreclosure of said mortgage by East Des Moines National Bank.

2. On February 26, 1993, East Des Moines National Bank as Landlord leased the above described real estate to Marvin Smith and Roxanne Smith under written lease agreement dated February 26, 1993, which lease agreement was filed of record on April 19, 1993, in Book 41, Page 379, in the Office of the Recorder of Madison County, Iowa. The term of the lease was for one year, from March 1, 1993, to February 28, 1994. I know of my own personal knowledge that the lease has been terminated effective March 1, 1994, and that Marvin Smith and Roxanne Smith are no longer in possession of the real estate.

3. The lease agreement between East Des Moines National Bank and Marvin Smith and Roxanne Smith recorded in Book 41, page 379, in the Office of the Recorder of Madison County, Iowa, contained provisions under which East Des Moines National Bank granted Marvin Smith and Roxanne Smith the right of first refusal to purchase the above real estate in the event an offer of purchase was received by East Des Moines National Bank from a third party during the term of the lease. I affirmatively state that during the term of the lease no offer was made by a third party to East Des Moines National Bank to purchase the real estate, and in accordance with the terms of the lease Marvin Smith and Roxanne Smith no longer hold a right of first refusal with respect to the real estate.

4. I further state that the lease agreement between East Des Moines National Bank and Marvin Smith and Roxanne Smith recorded in Book 41, Page 379, in the Office of the Recorder of Madison County, Iowa, contained a provision under which East Des Moines National Bank granted to Marvin Smith and Roxanne Smith an option

## #2 Affidavit

to purchase the real estate for the sum of \$165,000.00, exercisable at any time during the term of the lease. I affirmatively state that neither Marvin Smith nor Roxanne Smith exercised the option to purchase during the term of the lease, and the option has expired.

5. At various entries in the abstract of title to the real estate notice is given that the real estate was previously leased to tenants other than Marvin Smith and Roxanne Smith. I know of my own personal knowledge that all such prior leases have been terminated and the real estate is not presently under lease to any tenants.

The matters set forth herein are matters of which I have personal knowledge, and the statements and allegations herein are, to the best of my knowledge, true and correct as I verily believe.

This affidavit is being filed to correct the legal description of the property in the affidavit filed in Madison County, Iowa on April 19, 1994 at Book 42, Page 210.

M.W. Coil  
M.W. Coil

Subscribed and sworn to before me and in my presence by the said M.W. Coil this 21st day of April, 1994.

Kevin L. Abbott <sup>2-18-96</sup> Kevin L. Abbott  
Notary Public in and for the State of  
Iowa.

