

WASKER, DORR, WIMMER & MARCOUILLER P.C.
 801 Grand Ave. Suite 3100
 DES MOINES, IOWA 50309-8038

14268
 FILED NO. 1425

AFFIDAVIT

REC \$ 10.00
 AUD \$ _____
 R.M.F. \$ 1.00

COMPUTER BOOK 41 PAGE 708
 RECORDED 93 DEC -2 PM 3:27
 COMPARED _____ MICHELLE UTSLER
 RECORDER
 MADISON COUNTY, IOWA

STATE OF IOWA)
) SS:
 COUNTY OF POLK)

I, D. Mark Marcouiller, a licensed attorney in the State of Iowa, practicing law at 801 Grand Ave., Suite 3100, Des Moines, Iowa, 50309, after being first duly sworn on oath, depose and state:

1. That I am a shareholder in the law firm of Wasker, Dorr, Wimmer & Marcouiller, P.C. On October 14, 1992, our law firm examined the Abstract of Title to the real estate described in this paragraph, and prepared a preliminary title opinion which contained a scrivener's error in the legal description. The preliminary title opinion incorrectly referred to the directional call in the 17th and 18th line below as "thence South 2°3' East 74.80 feet". The correct legal description is as follows:

Lot Three (3) and the North 31 feet of Lot Four (4) of H & K Subdivision to Truro, Madison County, Iowa, and a parcel of land described as commencing at the Northeast Corner of the Southeast Quarter (¼) of the Southeast Quarter (¼) of the Northeast Quarter (¼) of Section Sixteen (16), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence South 86°28' West along the North line of said Southeast Quarter (¼) of the Southeast Quarter (¼) of the Northeast Quarter (¼) 283.00 feet; thence South 0°00' 80.00 feet; thence South 0°12' West 113.00 feet to the point of beginning; thence North 86°28' East 33.10 feet; thence South 0°00' 49.00 feet; thence North 86°28' East 15.40 feet; thence South 2°39' East 74.80 feet; thence South 86°28' West 52.40 feet to the East line of H & K Subdivision of Truro, Iowa; thence North 0°12' East 124.00 feet to the point of beginning and containing 0.0869 acres.

2. That following the preparation of the preliminary title opinion on October 14, 1992, a Warranty Deed was prepared on behalf of the Sellers, Greg Minnich and Rhonda Minnich which mirrored the legal description on

the preliminary title opinion, and thus contained the same scrivener's error. I also know of my own personal knowledge that Principal Mutual Life Insurance Company, the lender of Ralph A. Porter and Linda S. Porter, also prepared the legal description which appears on their mortgage filed October 23, 1992 in Book No. 164 at Page 63, utilizing the same legal description with the scrivener's error.

3. That our law firm handled the closing of the real estate transaction between Greg Minnich and Rhonda Minnich, husband and wife, and Ralph A. Porter and Linda S. Porter, husband and wife, and I know of my own personal knowledge that Greg Minnich and Rhonda Minnich intended to convey the real estate correctly described in paragraph No. 1 above and that Ralph A. Porter and Linda S. Porter, husband and wife, intended to purchase the real estate correctly described in paragraph No. 1.


4. The mortgage of Principal Mutual Life Insurance Company filed October 23, 1992 in Book No. 164 at Page 63 in the amount of \$55,499.00 is intended to, and does create a first mortgage lien against the real estate described in paragraph 1 above.

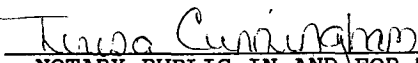
5. The Warranty Deed from the Minnich's to the Porter's is being re-recorded to show the correct legal description.

This affidavit is made for the purpose of explaining the scrivener's error in the legal description as discussed above.


D. Mark Marcouiller

SUBSCRIBED AND SWORN to before me this 4th day of November, 1993.




NOTARY PUBLIC IN AND FOR THE STATE OF IOWA.