

Compared

1212

Fee \$5.00

FILED NO. 38 PAGE 207

ESTOPPEL AFFIDAVIT - IOWA

1988 JAN 13 PM 3:28

STATE OF IOWA)
COUNTY OF MADISON) ss.

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$5.00

Donald L. Daniels and Donna M. Daniels, 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 13th day of January, 1988, conveying the following-described property, to wit:

The South One-Fourth (S 1/4) of Section One (1) and the Northwest Quarter (NW 1/4) of Section Twelve (12) in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

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 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 7-01-8191529.

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 are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any 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 mortgagors 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 the undersigned.

January 13, 1988
Date

Donald L. Daniels
Donna M. Daniels

STATE OF IOWA)
COUNTY OF MADISON) ss.
W. KLEMESRUD

On this 13th day of January, 1988, before me, a Notary Public in and for said county and State, personally appeared Donald L. Daniels and Donna M. Daniels, 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.

Kevin W. Klemesrud
Notary Public
Kevin W. Klemesrud

Commission Expires: 11/89