

BK: 2013 PG: 2020 Type 03 003 Pages 4

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Fee Amount: \$27.00 Revenue Tax: \$0.00 LISA SMITH RECORDER Madison County, Iowa

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This instrument prepared by Christopher- Change of Title, Inc., 160 S. Old Springs Road, Suite 260, Anaheim Hills, CA 92808 (866) 550-3156

Return To: DataQuick Title, 6 Campus Circle, Suite 430, Westlake, TX 76262

Send Tax Stmt To: WELLS FARGO FINANCIAL IOWA 3, INC., ONE HOME CAMPUS, MAC X2301-03R, DES MOINES, IA 50328

## **DEED IN LIEU OF FORECLOSURE**

RSS# 1231752

KNOW ALL MEN BY THESE PRESENTS, that EVELYN V. JACKSON, A SINGLE PERSON, hereinafter called grantor, for \$135,018.20 and Other Valuable Consideration, and the consideration hereinafter stated, does hereby grant, bargain, sell and covey unto WELLS FARGO FINANCIAL IOWA 3, INC., whose address is ONE HOME CAMPUS, MAC X2301-03R, DES MOINES, IA 50328, hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the County of Madison, State of Iowa, described as follows:

ALL THAT PART OF THE EAST 64 RODS OF THE FRACTIONAL NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION FIVE (5) IN TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-SIX (26), WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, LYING WEST OF THE CENTER OF THE COUNTY ROAD.

BEING THE SAME PROPERTY CONVEYED TO EVELYN V. JACKSON FROM CENDANT MOBILITY FINANCIAL CORPORATION BY WARRANTY DEED FILED JUNE 11, 2003 IN BOOK 2003, PAGE 3396.

Locally known as: 2948 SETTLERS TRAIL, SAINT CHARLES, IA 50240

APN: 770160524010000

Exempt from transfer tax pursuant to Section 428A.2(18) of the Code of Iowa.

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not affect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct.

By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceeding to foreclose that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

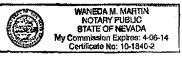
Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made. SEE ESTOPPEL AFFIDAVIT ATTACHED AS EXHIBIT "A".

The true and actual consideration for this transfer consists of \$135,018.20 and Other Valuable Consideration and grantee's waiver of its right to bring an action against grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action as stated above with respect to that certain mortgage signed on 02/25/2005, by EVELYN V. JACKSON, A SINGLE PERSON, in favor of WELLS FARGO FINANCIAL IOWA 3, INC., and recorded as Book 2005, Page 945 real property records of the Recorder of Madison County, Iowa, on 03/04/2005.

In construing this deed and where the context so requires, the singular includes the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this 14 th day of tune, 20/3.
Elelyn V. Jackson
EVELYN V. JACKSON
STATE OF HOWA Nevador ) SS. COUNTY OF Washoe )
This instrument was acknowledged before me on /4 day of
Notary Public  My Commission Expires: 4-6-14
171y Commission Daylos. 7 C 7



## ESTOPPEL AFFIDAVIT EXHIBIT A

STATE OF HOWA Mevada		)	~~
COUNTY OF	Washoe	) _)	SS.

ALI-THAT PART OF THE EAST 64 RODS OF THE FRACTIONAL NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION FIVE (5) IN TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-SIX (26), WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, LYING WEST OF THE CENTER OF THE COUNTY ROAD.

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That the aforesaid deed to which this Affidavit is attached was intended to be and was an absolute conveyance of the title to said premises to WELLS FARGO FINANCIAL IOWA 3, INC. and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiant as grantor in said deed to convey, and by said deed the affiant did convey to WELLS FARGO FINANCIAL IOWA 3, INC. therein all her right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to WELLS FARGO FINANCIAL IOWA 3, INC.;

That in the execution and delivery of said deed affiant was not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditors of the deponent; that at the time it was given there was no other person or persons, firms or corporations, other than WELLS FARGO FINANCIAL IOWA 3, INC. who have an interest, either directly or indirectly, in said premises; that this deponent is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that deponent is not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiant of the sum of \$135,018.20 and Other Valuable Consideration by WELLS FARGO FINANCIAL IOWA 3, INC. and WELLS FARGO FINANCIAL IOWA 3, INC. agreement to forbear taking any action against affiant to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiant in such foreclosure action. The mortgage referred to herein was executed by the undersigned to WELLS FARGO FINANCIAL IOWA 3, INC., dated 02/25/2005, and recorded as Book 2005, Page 945, real property records of the Recorder of Madison County, Iowa, on 03/04/2005. At the time of making said deed in lieu of foreclosure affiant believed and now believes that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of WELLS FARGO FINANCIAL IOWA 3, INC., its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiant will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

I/WE (THE BORROWERS) UNDERSTAND THAT I/WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. I/WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Evelyn V. Jackson

Notary Public

My Commission Expires:\_\_

WANEDA M. MARTIN NOTARY PUBLIC STATE OF NEVADA My Cormission Expires: 4-06-14 Certifleate No: 10-1840-2