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Revenue Tax:

LISA SMITH RECORDER

Madison County, Iowa

INDX

ANNO

SCAN

CHEK

Preparer

Information: David M. Erickson, 215 10th Street, Suite 1300, Des Moines, IA 50309 515/288-2500

Return to: Danielle Day, DavisBrown Law Firm, Davis Brown Tower, 215 10th Street, Suite 1300, Des Moines, Iowa 50309

ESTOPPEL AFFIDAVIT

STATE OF MINNESOTA )  
 ) SS:  
COUNTY OF OLMSTED )

Patricia A. Humphrey, a single person, herein referred to as "Borrower", first being duly and separately sworn, depose and state:

That I am the party who made, executed and delivered that certain deed ("Deed") to Wells Fargo Bank, N.A., ("Lender"), dated the 4 day of Sept., 2013, conveying the following described real estate:

Lot Five (5) of Fox Bend Plat 1, an Official Plat, now included in and forming a part of the City of Patterson, Madison County, Iowa.

That the Deed was an absolute conveyance of the title to said premises to Lender in effect as well as in form, and was and is not intended as a mortgage, trust conveyance or security of any kind; that possession of said premises has been surrendered to Lender; and that the consideration for the Deed was and is, subject to the limitations described herein, the release of personal liability on the indebtedness owed to Lender by Borrower represented by a Promissory Note (herein referred to as the Indebtedness) as follows:

Promissory Note dated December 30, 2009 in the principal sum of One Hundred Forty-two Thousand Nine Hundred Fifty-eight and no/100 (\$142,958.00).

Said Indebtedness is secured by a Mortgage (herein referred to as the Mortgage) as follows:

Mortgage dated December 30, 2009, filed December 31, 2009 in Book 2009, page 3916 of the Madison County Recorder's records.

That the aforesaid Deed and conveyance was made by Borrower as the result of their request that Lender accept such Deed and was their free and voluntary act; that, at the time of making said Deed, Borrower felt, and still feels, that the transfer was fair, that it was based on adequate consideration, that the Indebtedness above mentioned exceeds the fair value of the property so conveyed, and that said Deed was not given as a preference against any other creditors of Borrower; that Borrower, in offering to execute the aforesaid Deed to Lender and in executing same, was not acting under any duress, undue influence, misapprehension or misrepresentation by Lender, or the agent or attorney or any other representative of Lender; and that it was the intention of Borrower, as Grantor in said Deed, to convey, and by said Deed Borrower did convey, absolutely to Lender all their right, title, interest and estate in and to the premises described in said Deed.

That Lender has no obligation under any circumstances to reconvey said real estate to Borrower.

That Borrower has been represented by her own counsel in connection with the negotiations giving rise to the aforesaid Deed; that there has been no bankruptcy proceedings involving Borrower; that Borrower is not a foreign person subject to the withholding provisions of the Federal Tax Reform Act of 1984; and that Borrower has a positive net worth exclusive of exempt property after delivery of the Deed.

That no one other than Borrower has or claims any interest in said premises not appearing of record, and that no contract has been entered into for the sale and conveyance of said premises other than the conveyance to Lender as herein indicated; and that there is no outstanding unrecorded deed, except the Deed to Lender, nor any mortgage, trust deed, chattel mortgage, conditional sales contract or vendor's lien or other lien, interest or encumbrance which is or may be superior to the title to be conveyed to Lender.

That within the last ninety days, no improvements or repairs have been made on the premises hereinbefore described or upon the improvements located thereon, nor any work done thereon, which have or has not been fully paid for, nor have any materials which have not been fully paid for been furnished within said ninety days for use upon said premises or the improvements thereon, and Borrower hereby waives, releases and discharges any lien or claim she may have against said land or the improvement thereon under the mechanic's lien laws of the State of Iowa.

That Borrower agrees that, as a part of the consideration for Lender's acceptance of the Deed, Borrower releases and forever discharges Lender, its officers, directors, employees and all other persons, firms and corporations directly or indirectly related to or connected with Lender from any and all liability arising either directly or indirectly out of the Mortgages and the Indebtedness secured thereby or any other transactions between Borrower and Lender.

This affidavit is made for the protection and benefit of Lender, 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 Borrower, and is further made to Lender for the purpose of inducing it to accept an absolute conveyance of the above premises by deed in consideration of its releasing, in part, Borrower from personal liability on the Indebtedness secured by the Mortgage.

Patricia A. Humphrey 9/4/13  
Patricia A. Humphrey

STATE OF MINNESOTA, OLMSTED COUNTY, ss:

On this 4th day of September 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Patricia A. Humphrey, a single person, to me known to be the identical persons named in and who executed the foregoing record and acknowledged that they executed the same as their voluntary act and deed.

Matthew E. Berg 9/4/13  
Notary Public  
My Commission Expires: 01/31/2018

