FILED NO. 462 Compared
BOOK 35 PAGE 268
1984 SEP 27 AM 9:56
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $10.00
IND. ✓
REC. ✓
PAGE ✓

STATE OF IOWA)
) ss
COUNTY OF MADISON)

E S T O P P E L A F F I D A V I T

THIS AFFIDAVIT,made this 26th day of September, 1984, by Erma Charlotte Sirdoreus Lawr, a single person, hereinafter referred to as Grantor,

WITNESSETH:

That the Grantor did, on the 23rd day of May, 1979, execute and deliver a certain promissory note in the principal sum of $11,785.36 and secured by a mortgage dated May 23, 1979, filed June 4, 1979, and duly recorded in the Recorder's Office of Madison County, Iowa, in Book 131 at Page 509, covering the real estate located at Madison, County Iowa, and more particarly described as follows:

Lot 5 and 6, in Block 8 of RAILROAD ADDITION to the Town of Winterset, Madison County, Iowa,

The Grantor has defaulted in the interest and principal payments due on said note upon which the amount of $10,477.61 is at present due and outstanding as of September 26, 1984, and is unable to meet the obligations of said note and mortgage according to the terms thereof.

That the Grantor is the party who made, executed and delivered that certain deed to AVCO Financial Services of Denison, Inc. A/K/A AVCO Financial Services of Mt.Pleasant, Inc. and the successors or assigns, as their interest may appear, to date the 26th day of September, 1984, conveying the above described property. The said Grantor hereby acknowledges, agrees and certifies that the aforesaid deed was an absolute conveyance of the Grantor's rights, title and interest in and to said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in and to said real estate, and also to convey, transfer and assign the Grantor's right of possession, rentals and equity of redemption in and to said premises. The value of said real estate is not in excess of the amount of said indebtedness outstanding and in consideration of the premises hereof and in consideration of such conveyance, the Grantor has received a full and complete release of personal liability on said note together with the cancellation of record by said Grantee and the delivery to the affiant of the note secured by said mortgage duly cancelled, receipt of which cancelled note is hereby acknowledged.

Said deed was given voluntarily by the Grantor to the Grantee, in good faith on the part of Grantor and Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any other creditors of said Grantor. The conveyance by said deed shall be and is hereby intended and understood to be an absolute conveyance

and an unconditional sale, with full extinguishment of Grantor's equity of redemption, and with full release of all Grantor's rights, title and interest of every character in and to said property.

This affidavit has been 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.

Erma Charlotte Sirdoreus Lawr

Erma Charlotte Sirdoreus Lawr

Subscribed and sworn to me this 26th day of September, 1984.

Notary Public in and for the State of Iowa

SYLVIA P. SCUDDER NOTARIAL SEAL Iowa