AFFIDAVIT IN SUPPORT OF VOLUNTARY NONJUDICIAL
FORECLOSURE OF REAL ESTATE MORTGAGE

TO WHOM IT MAY CONCERN:

STATE OF IOWA, MADISON COUNTY, SS:

The undersigned, being first duly sworn upon oath, does hereby depose and state:

That he is the Madison County, Iowa Supervisor for the United States of America acting through the Farmers Home Administration, United States Department of Agriculture, and in such capacity he did represent said Farmers Home Administration in an agreement executed with Mortgagors Nelson Craig Kirk and Cynthia Jo Kirk wherein said Mortgagors agreed to provide a deed to certain real estate in lieu of foreclosure proceedings, all pursuant to Iowa Code Section 654.16.

That attached hereto and made a part hereof is the agreement entered into by said Mortgagors with the United States of America acting through the Farmers Home Administration, United States Department of Agriculture.

That also attached hereto is a copy of the Disclosure and Notice of Cancellation provided to said Mortgagors on 6 Oct 1986 providing them with the opportunity to cancel the agreement within five (5) business days from said date.

There are no junior lien holders subordinate to the United States of America acting through the Farmers Home Administration, United States Department of Agriculture, with respect to the real estate described in the agreement.

That more than five (5) business days have passed since 6 Oct 1986 and Mortgagors, Nelson Craig Kirk and Cynthia Jo Kirk, have not not cancelled the agreement attached hereto.

That none of the parties to the enclosed agreement, at the time of the making of said agreement, or at the time of making this Affidavit, was or is in the military service of the United States of America, in any capacity, nor are they or any of them in any way entitled to any rights under the Soldiers and Sailors Civil Relief Act or similar act or acts amendatory thereto or supplementary thereto.

That this Affidavit is made as supporting proof, record and notice, that the four mortgages referred to in the agreement are now foreclosed and all such title and interest of Mortgagors, Nelson Craig Kirk and Cynthia Jo Kirk, in and to the real estate described in the agreement is now held in the name of the holder of said mortgage instruments, namely, the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture.

FILED NO. 772
BOOK 146 PAGE 577
1986 OCT 14 AM 8:42
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $20.00

Compared

UNITED STATES OF AMERICA,
acting through Farmers Home
Administration, United States
Department of Agriculture

x Anthony R Putz
ANTHONY R. PUTZ
Madison County, Iowa Supervisor

STATE OF IOWA, MADISON COUNTY, SS:

On this 14 day of OCT, 1986, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Anthony R. Putz, to me personally known, who being by me duly sworn, did say that he is the Madison County, Iowa Supervisor for the United States of America acting through the Farmers Home Administration, United States Department of Agriculture, and that the United States of America acting through the Farmers Home Administration, United States Department of Agriculture and the said Anthony R. Putz, as Madison County, Iowa Supervisor, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, by it and by him voluntarily executed.

CHET R. CHICKERING

Chet R. Chickering
Notary Public in and for the State of Iowa

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AGREEMENT TO PROVIDE DEED IN LIEU OF FORECLOSURE
PURSUANT TO IOWA CODE SECTION 654.16 AND WAIVER OF MEDIATION

AGREEMENT is made this 6th day of October ,1986, by and between Nelson Craig Kirk and Cynthia Jo Kirk, husband and wife, (Mortgagors) and the United States of America, acting through the Farmers Home Administration, United States Department of AGriculture,(Mortgagee).

R E C I T A L S:

Mortgagors are the mortgagors and Mortgagee is the mortgagee under four recorded mortgages recorded as follows:

1. Recorded 16 November 1976 in Book 125, Page 328 in the Madison County Recorder's Office.

2. Recorded 26 May 1982 in Book 136, Page 72 in the Madison County Recorder's Office.

3. Recorded 27 April 1978 in Book 88, Page 286 in the Clarke County Recorder's Office.

4. Recorded 27 May 1982 in Book 92, Page 765 in the Clarke County Recorder's Office.

The foregoing mortgages secure the following described real estate, to-wit:

The Southwest Fractional Quarter (SWFr.¼) of Section Thirty-one (31), in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

and

The Northwest Fractional Quarter, (NWFr.¼) all in Section 6, Township 73 North, Range 27, West of the 5th P.M., Clarke County, Iowa.

Mortgagors are presently in default under the terms of all mortgages and the promissory note obligations thereby secured, in the following particulars, all as of 4 Aug 1986:

MORTGAGE COUNTY	LOAN NO.	DATE OF ORIGINAL FILING	DATE OF LAST PAYMENT	UNPAID PRINCIPAL	ACCRUED INTEREST	DAILY ACCRUAL AFTER 8/4/86
Clark	43-06	4/26/78	9/3/85	$11,805.98	$1,873.12	2.5876
Madison	45-17	11/15/76	9/3/85	1,119.91	52.93	.1534
Clarke	44-20	4/26/78	7/8/86	40,151.87	2,390.68	7.9754
Clarke	43-21	4/26/78	9/3/85	6,394.42	181.33	.5256
Madison & Clarke	41-23	5/26/82	None	110,751.30	14,591.86	15.9300

Mortgagors and Mortgagee agree that there are no junior lien holders of record with respect to the above described real estate.

Mortgagors further agree that this agreement and the accompanying deed and other documents is a completely voluntary act on their part and they hereby expressly waive any and all mediation

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requirements and rights they may otherwise have with respect to the foregoing described mortgages and real estate.

Mortgagors and Mortgagee wish to utilize the procedures of Iowa Code Section 654.16 with respect to all of the foregoing described real estate and mortgages.

WHEREFORE, in consideration of the mutual covenants herein contained, IT IS AGREED that the above-described Mortgages may be foreclosed pursuant to Iowa Code Section 654.16 by performance of the procedures therein set forth, and that Mortgagors and Mortgagee shall execute such documents as may be necessary to accomplish such procedures, PROVIDED, HOWEVER, that by entering into this agreement, Mortgagee does not waive its right to judicially foreclose the Mortgages as to any party other than Mortgagors, if Mortgagee deems such process necessary in order to clear its title in the above-described real estate from any cloud created by the alleged interest of such third parties in the real estate described.

MORTGAGORS

x Nelson Craig Kirk
Nelson Craig Kirk

x Cynthia Jo Kirk
CYNTHIA JO KIRK

MORTGAGEE

UNITED STATES OF AMERICA,
acting through Farmers Home
Administration,
United States Department
of Agriculture

x Anthony R. Putz
ANTHONY R. PUTZ
Madison County, Iowa Supervisor

STATE OF IOWA, MADISON COUNTY, SS:

On this 6 day of OCTOBER, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Nelson Craig Kirk and Cynthia Jo Kirk to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

CHET R. CHICKERING

Chet R. Chickering
Notary Public in and for the State
of Iowa

STATE OF IOWA, MADISON COUNTY, SS:

On this 6 day of OCTOBER, 1986, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Anthony R. Putz, to me personally known, who being by me duly sworn, did say that he is the Madison County, Iowa Supervisor for the United States of America acting through the Farmers Home Administration, United States Department of Agriculture, and that the United States of America acting through the Farmers Home Administration, United States Department of Agriculture and the said Anthony R. Putz, as Madison County, Iowa Supervisor, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, by it and by him voluntarily executed.

CHET R. CHICKERING

Chet R. Chickering
Notary Public in and for the State
of Iowa

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"DISCLOSURE AND NOTICE OF CANCELLATION"

6 October 1986
Date

Under a forced foreclosure Iowa law requires that you have the right to reclaim your property within one year of the date of the foreclosure and that you may continue to occupy your property during that time. If you agree to a voluntary foreclosure under this procedure you will be giving up your right to reclaim or occupy your property.

Under a forced foreclosure, if your mortgage lender does not receive enough money to cover what you owe when the property is sold, you will still be required to pay the difference. If your mortgage lender receives more money than you owe, the difference must be paid to you. If you agree to a voluntary foreclosure under this procedure you will not have to pay the amount of your debt not covered by the sale of your property but you also will not be paid any extra money, if any, over the amount you owe.

NOTE: There may be other advantages and disadvantages, including an effect on your income tax liability, to you depending on whether you agree or do not agree to a voluntary foreclosure. If you have any questions or doubts, you are advised to discuss them with your mortgage lender or an attorney.

You may cancel this transaction, without penalty or obligation, within five business days from the above date.

This transaction is entirely voluntary. You cannot be required to sign the attached foreclosure agreement.

This voluntary foreclosure agreement regarding all four mortgages and the real estate situated in Madison County and Clarke County, Iowa will become final unless you sign and deliver or mail this notice of cancellation to Farmers Home Administration, 209 East Madison, Winterset, Iowa 50273 before midnight of 13 Oct 1986 .

I HEREBY CANCEL THIS TRANSACTION.

Date

Signature Nelson Craig Kirk

Signature Cynthia Jo Kirk