

Recorded: 2/9/2026 at 11:31:01.0 AM  
County Recording Fee: \$37.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$40.00  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2026 PG: 314

Prepared by and return to: Charles P. Augustine, Klatt, Augustine & Rastede, P.C., 531 Commercial St., Ste. 250  
Waterloo, IA 50701 (319) 232-3304  
AB# 25-04098

### ESTOPPEL AFFIDAVIT

STATE OF IOWA, BLACK HAWK COUNTY, ss:

The undersigned, Marsha Helle, first being duly sworn on oath, does depose and state as follows:

1. I am the attorney in fact ("agent") for Delores M. Burkle (the "Grantor"), under that one certain power of attorney (the "Power of Attorney") executed by the Grantor on July 21, 2022, a true and correct copy of which is attached hereto.
2. The Power of Attorney has not been cancelled, revoked, or destroyed and remains in full force and effect.
3. Contemporaneously with my execution of this affidavit, and in my capacity as agent for the Grantor under the Power of Attorney, I executed that one certain warranty deed (the "Deed") that will be recorded contemporaneously with the recording of this affidavit, which Deed conveyed to Secretary of Housing and Urban Development (the "Grantee") real estate legally described as follows, to-wit: **That part of the Northeast Quarter of the Northeast Quarter of Section 35, Township 89 North, Range 4, West of the 5th P.M. described as commencing at a point on the East line of said Northeast Quarter of Northeast Quarter which is 120 feet North of the Northeast corner of Pitkin's Addition to Nottingham, now Earlville, Iowa, and running thence North 80 feet, thence West 165¼ feet, thence South 80 feet, thence East 165¼ feet to place of beginning in Delaware County, Iowa (the "Real Estate").**
4. The Deed was intended as, and in fact was an absolute conveyance to the Grantee of all of the Grantor's right, title and interest in and to the Real Estate, and was not and is not now intended as a mortgage, deed of trust, trust conveyance or security of any kind.
5. The Grantor has received full and adequate consideration for the Deed and for the Grantor's conveyance of the Real Estate as described herein, which consideration was and is a full release of the Grantor from personal liability under one certain promissory note and the cancellation of

those mortgages filed July 2, 2007, in Book 2007 Page 2150, and July 2, 2007, in Book 2007 Page 2151, which mortgages served as security for said promissory note.

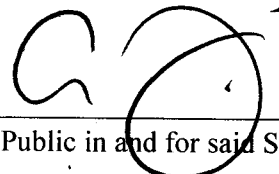
6. The value of the Real Estate is not in excess of the total indebtedness outstanding under said promissory note.
7. The Grantor has surrendered possession of the Real Estate to the Grantee.
8. The Deed was executed and delivered by the Grantor to the Grantee entirely under and pursuant to the consent and free will of the Grantor, and the undersigned as agent for the Grantor, without any fraud, misrepresentation, duress or undue influence of any kind or nature, and was given as a result of the request of the Grantor that the Grantee accept the Deed as the free and voluntary act of the Grantor.
9. The Deed was not given as a preference against the rights of any other creditors of the Grantor and the Grantor has no other creditors whose rights would be prejudiced by such conveyance; further, the Grantor is not obligated under any bond or other mortgage whereby any lien has been created or exists against the Real Estate by virtue thereof.
10. The Grantor and the undersigned understand that the Deed shall be held in escrow by the Grantee pending the Grantee's examination of the title to the Real Estate and final approval of the proposed conveyance.
11. In the event the Grantee, in its sole discretion, declines to accept the conveyance of the Real Estate by the undersigned, the Deed shall be released from escrow and returned to the undersigned and the Grantee under the Deed shall have the right to institute or pursue any foreclosure proceeding or other remedy to which it is entitled under law.
12. The acceptance of the delivery of the Deed by the Grantee shall not result in or be deemed in any way to result in a merger of the interests of the Grantee as mortgagee under any mortgage encumbering the real estate and the interests of the Grantee as fee titleholder of the real estate following such acceptance of the delivery of the Deed, and any mortgage encumbering the real estate or purporting to encumber the real estate with regard to which the Grantee serves as the mortgagee shall remain at all times a valid and continuous lien on the Real Estate until and unless the lien is properly released of record.
13. The Grantor does hereby assign to the Grantee all hazard insurance policies now in effect on the Real Estate and all escrow deposits for the payment of taxes, insurance and other loan purposes (if any) presently held by the holder of the herein-referenced promissory note or the Grantee, or any person or entity on their behalf, and the undersigned further assigns to the Grantee the right to receive payment of any claim payable under the terms of any said insurance policies, including any premium refund now or hereinafter payable.
14. This affidavit has been made for the protection and benefit of the holder of the herein-referenced promissory note and the Grantee, their successors and assigns, and all other parties hereafter

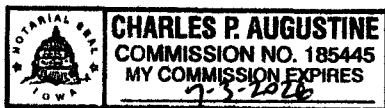
dealing with or who may acquire an interest in and to the Real Estate, and shall be binding upon the respective heirs, executors, administrators, and assigns of the Grantor.

Delores M Burkle by Marsha Helle  
Delores M. Burkle, by Marsha Helle, as agent

STATE OF IOWA, BLACK HAWK COUNTY, ss:

This instrument was acknowledged before me on this 2<sup>nd</sup> day of <sup>February</sup>~~January~~, 2026, by Marsha Helle, as agent for Delores M. Burkle.

  
\_\_\_\_\_  
Notary Public in and for said State





## IOWA STATUTORY POWER OF ATTORNEY

### 1. POWER OF ATTORNEY

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including but not limited to your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B.

This power of attorney does not authorize the agent to make health care decisions for you.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is not entitled to compensation unless you state otherwise in the optional Special Instructions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney becomes effective immediately upon signature and acknowledgment unless you state otherwise in the optional Special Instructions.

If you have questions about this power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

### DESIGNATION OF AGENT

I, Delores M. Burkle, name the following person as my agent:

Name of Agent: Marsha Helle

Agent's Address: 9 East Margaret Street, Earlville, IA 52041

Agent's Telephone Number: \_\_\_\_\_

### DESIGNATION OF SUCCESSOR AGENT

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of Successor Co-Agent: Wayne Burkle

Successor Co-Agent's Address: 113 Bailey Drive, Manchester, IA 52057

Successor Co-Agent's Telephone Number: (563) 920-1460

## GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B:

(Initial each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)

- ☐ Real Property
- ☐ Tangible Personal Property
- ☐ Stocks and Bonds
- ☐ Commodities and Options
- ☐ Banks and Other Financial Institutions
- ☐ Operation of Entity or Business
- ☐ Insurance and Annuities
- ☐ Estates, Trusts, and Other Beneficial Interests
- ☐ Claims and Litigation
- ☐ Personal and Family Maintenance
- ☐ Benefits from Governmental Programs or Civil or Military Service
- ☐ Retirement Plans
- ☐ Taxes
- ☒ All Preceding Subjects

## LIMITATION ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant shall not use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the optional Special Instructions.

## SPECIAL INSTRUCTIONS

I hereby revoke all general or plenary powers of attorney previously executed, excluding powers of attorney described in Iowa Code section 633B.103, and excluding powers of attorney limited to a specific and identifiable action or transaction, which action or transaction is still capable of performance but has not yet been fully accomplished by the agent.

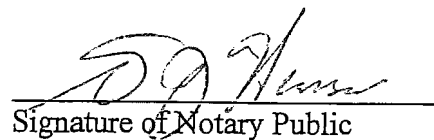
## EFFECTIVE DATE

This power of attorney is effective immediately upon signature and acknowledgment unless I have stated otherwise in the optional Special Instructions.

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

<i>* Delores M Burkle</i>	July 21, 2022
Your Signature	Date
Delores M. Burkle	
317 Northern Avenue	
Earlville, IA 52041	
Your Address	
Your Telephone Number	

This document was acknowledged before me on this 21<sup>st</sup> day of July, 2022, by Delores M. Burkle.



Form No. 120, Iowa Statutory Power of Attorney  
Revised June 2017

Avoid conflicts that would impair your ability to act in the principal's best interest. Act with care, competence, and diligence.

Keep a record of all receipts, disbursements, and transactions made on behalf of the principal.

Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest.

Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

### **TERMINATION OF AGENT'S AUTHORITY**

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include any of the following:

- Death of the principal.

- The principal's revocation of the power of attorney or your authority.

- The occurrence of a termination event stated in the power of attorney.

- The purpose of the power of attorney is fully accomplished.

If you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

### **LIABILITY OF AGENT**

The meaning of the authority granted to you is defined in the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B. If you violate the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B, or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.