BK: 2020 PG: 4538
Recorded: 11/25/2020 at 8:38:35.0 AM
Pages 5
County Recording Fee: $27.00
Iowa E-Filing Fee: $3.50
Combined Fee: $30.50
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Preparer; When recorded, Return to: Timothy J. Jacobs, 974 - 73rd Street Ste. 16, West Des Moines, IA 50265 (515) 223-6000

AGREEMENT BETWEEN AFFINITY CREDIT UNION, (HEREINAFTER REFERRED TO AS "LENDER"), AND MALINDA MALCOLM AND AARON MALCOLM (HEREINAFTER REFERRED TO AS "BORROWERS"), TO PROCEED WITH IOWA NON-JUDICIAL VOLUNTARY FORECLOSURE PROCEDURE PURSUANT TO IOWA CODE §654.18.

WHEREAS, the above-named Lender has a Real Estate Mortgage which encumbers the following described real estate, to-wit:

> Lot One (1) of LIKENS' SECOND ADDITION of the Original Town of Truro, in Madison County, Iowa;

WHEREAS, said mortgage was given by Borrowers to Lender on September 30, 2013, and filed for record in the Office of the Recorder of Madison County, Iowa, on October 3, 2013, in Book 2013, Page 2955; and

WHEREAS, a Revolving Credit Mortgage was given by Borrowers to Lender on August 12, 2016, and filed for record in the Office of the Recorder of Madison County, Iowa, on August 18, 2016, in Book 2016, Page 2397;

WHEREAS, Lender and Borrowers have elected to follow the Iowa Non-Judicial Voluntary Foreclosure Procedure pursuant to Iowa Code §654.18; and

WHEREAS, all of the terms and conditions of the Iowa Code §654.18 shall apply herein;

IT IS HEREBY AGREED AS FOLLOWS:

1. The above-named Borrowers shall execute and deliver to the above-named Lender, a Special Warranty Deed conveying all of the right, title and interest of the above-named Borrowers to the above described Real Estate located in Madison County, Iowa.

2. The said Lender shall send by certified mail, return receipt requested, a Notice to all junior lien, judgment and mortgage holders of record as of the date of the conveyance, stating that all junior lien, judgment, and mortgage holders of record, have thirty (30) days from the date of the mailing to execute any right of redemption.

3. The above-named Lender has furnished to the Borrowers a completed form, in duplicate, captioned "Disclosure and Notice of Cancellation." This form is attached to this written agreement, marked Exhibit "A", and by this reference made a part hereof. If not executed by Borrowers within five (5) days from the date of this transaction, Borrowers will be barred from rescinding this transaction in the future.

4. That any and all junior lien, judgment or mortgage holders receiving Notice from the above-named Lender, pursuant to Iowa Code §654.18(1)(e) shall have thirty (30) days to redeem the real property, commencing the day the Notice required by Iowa Code §654.18(1)(e) is <u>sent</u>. Said redemption shall be made by payment to the above-named Lender of the amount of the debt incurred by said Lender, as indicated by the above referenced Real Estate Mortgage, including any protective advancements pursuant to Iowa Code Chapter 629. Upon such payment, Lender herein shall convey the property by Special Warranty Deed to the redeeming junior lien, judgment or mortgage holder.

5. That each party is acknowledged that they have received a completely signed copy of this Agreement.

IN WITNESS WHEREOF we have hereunto set our hands.

Dated this 16th day of November, 2020.

LENDER:

AFFINITY CREDIT UNION

By: [signature]
Name: Jeff Justyne
Title: Collection Department

By: [signature]
Name: Jadi Smuck
Title: FSA Supervisor

State of Iowa, County of Polk : ss

This record was acknowledged before me on November 16th, 2020,
by Jeff Justyne
as
of .

ADAM M GESELL
Commission Number 817564
My Commission Expires
6-21-2022

Adam M Gesell
NOTARY PUBLIC - STATE OF IOWA

State o Iowa, County of Polk : ss

This record was acknowledged before me on November 17, 2020,
by Jadi Smuck
as
of .

ADAM M GESELL
Commission Number 817564
My Commission Expires
6-21-2022

Adam M Gesell
NOTARY PUBLIC - STATE OF IOWA

Dated this 16th day of November, 2020.

BORROWERS:

Malinda Malcolm

11-17-2020

Aaron Malcolm

State of Iowa, County of Polk : ss

This record was acknowledged before me on November 16th, 2020, by Malinda Malcolm.

NOTARIAL SEAL IOWA
ADAM M GESELL
Commission Number 817564
My Commission Expires
6-21-2022

Adam M Gesell
NOTARY PUBLIC - STATE OF IOWA

State of Iowa, County of Polk : ss

This record was acknowledged before me on November 17th 2020, by Aaron Malcolm.

Adam M Gesell
NOTARY PUBLIC - STATE OF IOWA

NOTARIAL SEAL IOWA
ADAM M GESELL
Commission Number 817564
My Commission Expires
6-21-2022

EXHIBIT "A"
DISCLOSURE AND NOTICE OF CANCELLATION

11/16/2020
Date of Transaction

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 recover 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 will also 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 (5) 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 will become final unless you sign and deliver or mail this Notice of Cancellation to Affinity Credit Union, c/o Timothy J. Jacobs, Attorney at Law, 974 - 73rd Street Ste. 16, West Des Moines, IA 50265, before Midnight of November 23 **, 20**20 **.**

I HEREBY CANCEL THIS TRANSACTION.

Malinda Malcolm (Date) **Aaron Malcolm (Date)**

Received by Borrower in duplicate on the 16th day of November, 2020.

Malinda Malcolm

Aaron Malcolm