

BK: 2024 PG: 2868
Recorded: 11/26/2024 at 8:12:27.0 AM
Pages 15
County Recording Fee: \$82.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$85.00
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

File No: 240494668

Prepared By: Mitchell L. Taylor, Attorney, Cray Law Firm 420 N. Roosevelt Avenue,
Suite 110, Burlington, IA 52601 (319)752-4537.

Address Tax Statement To:

NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING
601 OFFICE CENTER DRIVE SUITE 100, FORT WASHINGTON, PA 19034

After Recording, Send to:

SERVICELINK, LLC
11802 Ridge Parkway, Suite 100
Broomfield, CO 80021
Attention: Denver DIL Title

Parcel Number: 820008905110500

DEED IN LIEU OF FORECLOSURE

Exempt: Iowa Code section 428A.2(18) Transfer tax does not apply to a deed giving real property back to a lien holder in lieu of foreclosure.

KNOWN ALL MEN BY THESE PRESENTS, that **ALISON RAIN CONE F/K/A MITCHELL R. CONE** and **KAYLA VICTORIA CONE**, a married couple, of **815 N 11TH AVE CIRCLE, WINTERSET, IA 50273**, (hereinafter "GRANTOR"), for \$1.00 (One Dollar and Zero Cents) and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING**, whose tax mailing address is **601 OFFICE CENTER DRIVE SUITE 100, FORT WASHINGTON, PA 19034**, (hereinafter "GRANTEE"), and unto Grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in **Madison County, Iowa**, described as follows:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

Property Address: 815 N 11TH AVE CIRCLE, WINTERSET, IA 50273

SEE EXHIBIT "B" FOR ESTOPPEL AFFIDAVIT

Property Address is: **815 N 11TH AVE CIRCLE, WINTERSET, IA 50273**

BEING THE SAME PROPERTY TRANSFERRED TO GRANTOR BY THAT INSTRUMENT RECORDED AT: Official Records Book 2022 Page 2678.

To have and to hold the same unto the said Grantee and Grantee's successors and assigns forever.

This Deed in Lieu of Foreclosure ("Deed") is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a security instrument of any kind.

Grantor hereby assigns and transfers to Grantee any equity of redemption and statutory rights of redemption concerning the real property and the security instrument described below.

Grantor is not acting under any misapprehension as to the legal effect of this Deed, nor under duress, undue influence or misrepresentation of Grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made in accord with the Estoppel Affidavit attached hereto as Exhibit B.

Consideration. This Deed relates to real property secured by the following security instrument:

SEE EXHIBIT "C" FOR DESCRIPTION OF SECURITY INSTRUMENT

No Merger. Grantor agrees and acknowledges that its entry into this Deed and the other documents contemplated hereby shall not result in a merger of Assignee's interest under the Security Instrument with Grantee's interest under the Deed. The terms, covenants, representations, and warranties of this Agreement shall not merge into the Deed but shall survive the close of the transaction contemplated hereby.

In construction this Deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

Representations and Warranties. Grantor represents, warrants, and acknowledges that:

(a) it is in default of its obligations under the Security Instrument and the Note and that the unpaid principal balance thereof together with interest thereupon is immediately due and payable to **NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING** without offset, defense, or counterclaim;

Property Address: 815 N 11TH AVE CIRCLE, WINTERSET, IA 50273

(b) the Note and the Deed of Trust or Mortgage are valid and binding agreements enforceable in accordance with their terms;

TAX CONSEQUENCES: This transaction may include debt forgiveness. In some cases, debt forgiveness may be taxed as income. Please consult a tax advisor regarding any tax implications you may have due to this transaction.

Advice of Counsel. Grantor hereby agrees, represents, and warrants that it has had advice of competent counsel of its own choosing, or has willingly forgone advice of counsel, in negotiations for and the preparation of this Deed, that it has read this Deed or has had the same read to it by its counsel, that it has had this Deed fully explained by such counsel, and that it is fully aware of its contents and legal effect.

RIGHT TO FORECLOSE

GRANTOR AGREES AND ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL AFFECT, AND GRANTEE HEREBY EXPRESSLY RESERVES, THE RIGHT TO FORECLOSE THE "MORTGAGE", "DEED TO SECURE DEBT" OR "DEED OF TRUST" BY JUDICIAL OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONJUDICIAL FORECLOSURE AND, IN CONNECTION WITH ANY SUCH FORECLOSURE, GRANTOR AND/OR GUARANTOR MAY, IN GRANTEE'S SOLE DISCRETION, BE NAMED AS A PARTY DEFENDANT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR SHALL AGREE TO ANY CONSENT TO JUDGMENT (OR SIMILAR PROCESS) AVAILABLE TO GRANTEE, AND GRANTEE WILL BE PERMITTED TO SEEK, OBTAIN, AND SATISFY A JUDGMENT IN ANY SUCH FORECLOSURE PROCEEDINGS, PROVIDED, HOWEVER, THAT GRANTOR AND GUARANTOR SHALL NOT BE PERSONALLY LIABLE FOR SATISFACTION OF SUCH JUDGMENT. IF GRANTEE PURSUES ITS RIGHTS UNDER THIS SECTION, IT MAY DETRIMENTALLY AFFECT GRANTOR'S CREDIT RATING.

THE GRANTOR MAY, WITHOUT PENALTY, RESCIND THE CONVEYANCE WITHIN SEVEN DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS; AND THAT SUCH RESCISSION IS EFFECTIVE UPON DELIVERY OF A WRITTEN NOTICE TO THE LENDER OR ITS AGENT OR UPON MAILING OF SUCH NOTICE TO THE LENDER OR ITS AGENT BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED.

WITNESS the hand of said Grantor this 28 day of October,
2024.

Alison F/K/A *Mitchell*
ALISON RAIN CONE F/K/A
MITCHELL R. CONE

KAYLA VICTORIA CONE

STATE OF NEW YORK
COUNTY OF PUTNAM

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO
HEREBY CERTIFY THAT ALISON RAIN CONE F/K/A MITCHELL R. CONE and ~~KAYLA~~^{RH}
~~VICTORIA CONE,~~^{RH} personally known to me, or has produced
driver license, as identification, to be the same person(s) whose names are
subscribed to the foregoing instrument, as having executed the same, appeared before
me this day in person and acknowledged that (he/she/they) signed, sealed, and delivered
the said instrument as (his/her/their) free and voluntary act for the uses and purposes
therein set forth.

Given under my hand and Notarial Seal this 28th day of October, 2024.

Robert J. Hug
Notary Public

The preparer of this instrument has neither been requested to nor has the preparer
conducted a title search or an inspection of the real property transferred hereby. No
representations or warranties as to accuracy of the description, the status of title or
condition of the real property have been made by the preparer.

ROBERT J. HUG, JR.
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HU6186680
Qualified in Dutchess County
Commission Expires May 19, 2028

Property Address: 815 N 11TH AVE CIRCLE, WINTERSET, IA 50273

WITNESS the hand of said Grantor this 23 day of Oct., 2024.

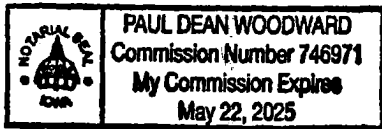
ALISON RAIN CONE F/K/A MITCHELL R. CONE

Kayla Victoria Cone
KAYLA VICTORIA CONE

STATE OF Iowa
COUNTY OF Dallas

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT ~~ALISON RAIN CONE F/K/A MITCHELL R. CONE~~ and **KAYLA VICTORIA CONE**, personally known to me, or has produced Drivers License, as identification, to be the same person(s) whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that (he/she/they) signed, sealed, and delivered the said instrument as (his/her/their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23 day of Oct., 2024.



Paul Dean Woodward
Notary Public

The preparer of this instrument has neither been requested to nor has the preparer conducted a title search or an inspection of the real property transferred hereby. No representations or warranties as to accuracy of the description, the status of title or condition of the real property have been made by the preparer.

Property Address: 815 N 11TH AVE CIRCLE, WINTERSET, IA 50273

EXHIBIT "B"
ESTOPPEL AFFIDAVIT

STATE OF Iowa
COUNTY OF Dallas

ALISON RAIN CONE F/K/A MITCHELL R. CONE and **KAYLA VICTORIA CONE**, being first duly sworn, depose and say: That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING**, conveying the following described real estate, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING**, and was not and is not now intended as a security instrument of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to **NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING**;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditor or the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than **NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING**, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any

Property Address: 815 N 11TH AVE CIRCLE, WINTERSET, IA 50273

bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of \$1.00 by **NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING**, agreement to forebear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The security instrument referred to herein as described as follows:

SEE EXHIBIT "C" FOR DESCRIPTION OF SECURITY INSTRUMENT

At the time of making said Deed In Lieu Of Foreclosure, affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded.

This affidavit is made for the protection and benefit of **NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants, and each of them will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

Property Address: 815 N 11TH AVE CIRCLE, WINTERSET, IA 50273

WE (THE BORROWERS/GRANTORS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED AND HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Executed by the undersigned on October 28, 2024.

~~Alison~~ F/K/A ~~Mitchell R. Cone~~
ALISON RAIN CONE F/K/A
MITCHELL R. CONE

KAYLA VICTORIA CONE

STATE OF NEW YORK
COUNTY OF PUTNAM

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT ALISON RAIN CONE F/K/A MITCHELL R. CONE ~~and~~ ^{CH} ~~KAYLA VICTORIA CONE~~, ^{RH} personally known to me, or has produced driver license, as identification, to be the same person(s) whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that (he/she/they) signed, sealed, and delivered the said instrument as (his/her/their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28th day of October, 2024.

Robert J. Hug, Jr.
Notary Public

ROBERT J. HUG, JR.
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HU6186680
Qualified in Dutchess County
Commission Expires May 19, 2028

WE (THE BORROWERS/GRANTORS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED AND HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Executed by the undersigned on Oct. 23, _____, 2024.

ALISON RAIN CONE F/K/A
MITCHELL R. CONE

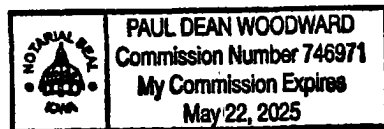
Kayla Victoria Cone

KAYLA VICTORIA CONE

STATE OF Iowa
COUNTY OF Dallas

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT ~~ALISON RAIN CONE F/K/A MITCHELL R. CONE~~ ^{PSW} and **KAYLA VICTORIA CONE**, personally known to me, or has produced Drivers license, as identification, to be the same person(s) whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that (he/she/they) signed, sealed, and delivered the said instrument as (his/her/their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23 day of Oct., 2024.



Paul Dean Woodward
Notary Public



Property Address: 815 N 11TH AVE CIRCLE, WINTERSET, IA 50273

GRANTOR(S) AFFIDAVIT

State of NEW YORK }
County of PUTNAM }

ALISON RAIN CONE F/K/A MITCHELL R. CONE and KAYLA VICTORIA CONE,
named in the attached Deed in Lieu of Foreclosure, being first duly sworn upon oath, each
for himself or herself and not one for the other, deposes and says:

That he or she has read the attached Deed in Lieu of Foreclosure and knows the contents
thereof, and that every statement contained in the terms, warranties and covenants therein
set forth is true of his or her own knowledge.

 F/K/A 

**ALISON RAIN CONE F/K/A
MITCHELL R. CONE**

KAYLA VICTORIA CONE

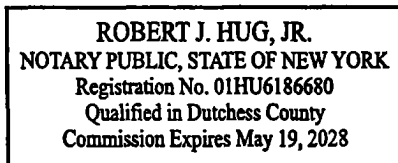
STATE OF NEW YORK
COUNTY OF PUTNAM

Property Address: 815 N 11TH AVE CIRCLE, WINTERSET, IA 50273

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Given under my hand and Notarial Seal this 28th day of October, 2024.


Notary Public



Property Address: 815 N 11TH AVE CIRCLE, WINTERSET, IA 50273

GRANTOR(S) AFFIDAVIT

State of Iowa }
County of Dallas }

ALISON RAIN CONE F/K/A MITCHELL R. CONE and **KAYLA VICTORIA CONE**,
named in the attached Deed in Lieu of Foreclosure, being first duly sworn upon oath, each
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That he or she has read the attached Deed in Lieu of Foreclosure and knows the contents
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**ALISON RAIN CONE F/K/A
MITCHELL R. CONE**



KAYLA VICTORIA CONE

STATE OF Iowa
COUNTY OF Dallas

Property Address: 815 N 11TH AVE CIRCLE, WINTERSET, IA 50273

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Given under my hand and Notarial Seal this 23 day of Oct., 2024.

Paul Dean Woodward
Notary Public

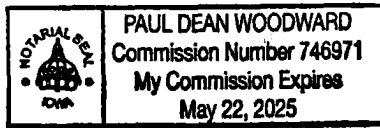


EXHIBIT A – LEGAL DESCRIPTION

**LOT FIVE (5) OF GLENWOOD PLAT 1, AN ADDITION TO THE CITY OF WINTERSET,
MADISON COUNTY, IOWA.**

Property Address: 815 N 11TH AVE CIRCLE, WINTERSET, IA 50273

EXHIBIT C – DESCRIPTION OF SECURITY INSTRUMENT

MORTGAGE FROM MITCHELL R. CONE AND KAYLA VICTORIA CONE, SPOUSES MARRIED TO EACH OTHER TO MERS, INC. AS NOMINEE FOR MORTGAGE RESEARCH CENTER, LLC DBA VETERANS UNITED HOME LOANS IN BOOK 2022, PAGE 2679 IN THE AMOUNT OF \$339,500.00, DATED 09/09/2022, RECORDED 09/12/2022, IN MADISON COUNTY RECORDS.

a. ASSIGNMENT OF RECORD BETWEEN MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS"), AS MORTGAGEE, AS NOMINEE FOR MORTGAGE RESEARCH CENTER, LLC DBA VETERANS UNITED HOME LOANS AND NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING IN BOOK 2024 PAGE 2769, DATED 11/14/2024, RECORDED 11/14/2024, IN MADISON COUNTY RECORDS