

COURT CASES: WHAT TO SHOW IN AN ABSTRACT

- *FORECLOSURE**
- *DISSOLUTION**
- *ESTATES**
- *JUDGMENTS**

**IOWA LAND TITLE ASSOCIATION
EDUCATION COMMITTEE
SEPTEMBER/OCTOBER 2022**

FORECLOSURES



NON-JUDICIAL

- Involuntary
- Alternative Non-Judicial Voluntary Procedure

JUDICIAL

- Ancient
- Current
 - Satisfaction of Judgment prior to Sheriff's Sale
 - Redemption prior Sheriff's Deed
 - Rescission prior to Sheriff's Deed
 - Mechanics Lien
 - Full

NON-JUDICIAL INVOLUNTARY

What to show?

- **NOTICE – show in full**
- **RETURNS OF SERVICE – show in full**
- **AFFIDAVIT OF COMPLETION OF SERVICE
(if filed) – show in full**

NON –JUDICIAL - VOLUNTARY

What to show?

- **AGREEMENT - show in full**
- **AFFIDAVIT(S) OF SERVICE ON JUNIOR LIENHOLDER(S) - show in full**
- **RETURNS OF SERVICE - show in full**
- **DISCLOSURE AND NOTICE STATEMENT – show the following blurb, and note if the notice is NOT attached or if it is NOT in 10-point boldface type:**

DISCLOSURE AND NOTICE: Attached to the foregoing Agreement is an undated and unsigned copy of a “Disclosure and Notice of Cancellation” containing in the proper sized type the language provided for in Section 654.18 – 2021 Iowa Code.

- **DEED – needs to be filed at the time of the agreement on a separate instrument.**

JUDICIAL - ANCIENT

ILTA Abstracting Standards Book Sample:

IN THE IOWA DISTRICT COURT FOR _____ COUNTY

Plaintiff

Cause No. _____

vs.

Defendants

On (date) decree was entered foreclosing the mortgage shown at Entry No. _____ hereof and on (date) Sheriff sold the mortgaged real estate to (name).

JUDICIAL – ANCIENT

Iowa Title Standard 1.9 recites:

1.9 PROBLEM:

Revised 3/14

Is it necessary for an abstract to show a mortgage or similar security agreement, either satisfied or not satisfied, if more than twenty years old?

STANDARD:

Except as to mortgages and similar security interests to the United States, the abstract does not need to show such a mortgage or similar security instrument unless the record shows that the original debt, or said debt extended by an extension agreement of record, matured within the last ten years (or has not yet matured). Mortgages and similar security instruments to the United States which have not been released of record should always be shown. If a mortgage or similar security instrument to the United States that has been shown has been discharged by legal action, there should be a showing that the court had jurisdiction over its interest in the action in addition to the court decrees and sheriff's deeds, etc., establishing discharge of the mortgage or similar security instrument.

Authority:

Iowa Code §§ 614.21, 614.29 and 614.36 (2013) (claims of United States not subject to marketable title act)

28 U.S.C. § 2410 (2013) (jurisdiction and procedure for in rem state actions against interests of the United States)

U.S. v. Ward, 985 F.2d 500 (10th Cir., 1993) (no statute of limitations on *in rem* enforcement of mortgages to the United States)

U.S. v. Copper, 708 F.Supp. 905 (N.D. Iowa 1988)

SATISFACTION OF JUDGMENT PRIOR TO SALE

ILTA Abstracting Standards Book Sample:

IN THE IOWA DISTRICT COURT FOR _____ COUNTY

Plaintiff

Cause No. _____

vs.

Defendants

On (date) decree was entered foreclosing the mortgage shown at Entry No. ____ hereof.

On (date) the above judgment was satisfied and released.

JUDICIAL CURRENT – REDEMPTION PRIOR TO DEED

ILTA Abstracting Standards Book Sample:

IN THE IOWA DISTRICT COURT FOR _____ COUNTY

Plaintiff

Cause No. _____

vs.

Defendants

On (date) decree was entered foreclosing the mortgage shown at Entry No. _____ hereof and on (date) Sheriff sold the mortgaged real estate to (name).

On (date) the above judgment was satisfied and released and Sheriff's Certificate of Sale was cancelled.

JUDICIAL CURRENT

RESCISSION PRIOR TO SHERIFF'S DEED

Iowa Code 2021, Section 654.17 recites:

654.17 Rescission of foreclosure.

1. At any time prior to the recording of the sheriff's deed, and before the mortgagee's rights become unenforceable by operation of the statute of limitations, the judgment creditor, or the judgment creditor who is the successful bidder at the sheriff's sale, may rescind the foreclosure action by filing a notice of rescission with the clerk of court in the county in which the property is located along with a filing fee of fifty dollars. In addition, if the original loan documents are contained in the court file, the mortgagee shall pay a fee of twenty-five dollars to the clerk of the district court. Upon the payment of the fee, the clerk shall make copies of the original loan documents for the court file, and return the original loan documents to the mortgagee.

2. Upon the filing of the notice of rescission, the mortgage loan shall be enforceable according to the original terms of the mortgage loan and the rights of all persons with an interest in the property may be enforced as if the foreclosure had not been filed. Except as otherwise provided in [this section](#), the filing of a rescission shall operate as a setting aside of the decree of foreclosure and a dismissal of the foreclosure without prejudice, with costs assessed against the plaintiff. However, any findings of fact or law shall be preclusive for purposes of any future action unless the court, upon hearing, rules otherwise and the mortgagee shall be permanently barred from a deficiency judgment if the judgment rescinded was subject to the provisions of [section 615.1](#). The mortgagee may charge the mortgagor for the costs, including reasonable attorney fees, of foreclosure and rescission if agreed to in writing by the mortgagor.

[2006 Acts, ch 1132, §10, 16; 2007 Acts, ch 71, §5; 2007 Acts, ch 126, §106; 2009 Acts, ch 51, §9, 17; 2017 Acts, ch 54, §76](#)

JUDICIAL CURRENT – MECHANICS LIEN

Iowa Code Sec. 572.21 recites:

572.21 Foreclosure of mechanic's lien when lien on land.

In the foreclosure of a mechanic's lien when there is a superior lien, encumbrance, or mortgage upon the land the following regulations shall govern:

1. *Lien on original and independent building or improvement.* If such material was furnished or labor performed in the construction of an original and independent building or improvement commenced after the attaching or execution of such superior lien, encumbrance, or mortgage, the court may, in its discretion, order such building or improvement to be sold separately under execution, and the purchaser may remove the same in such reasonable time as the court may fix. If the court shall find that such building or improvement should not be sold separately, it shall take an account of and ascertain the separate values of the land, and the building or improvement, and order the whole sold, and distribute the proceeds of such sale so as to secure to the superior lien, encumbrance, or mortgage priority upon the land, and to the mechanic's lien priority upon the building or improvement.

2. *Lien on existing building or improvement for repairs or additions.* If the material furnished or labor performed was for additions, repairs, or betterments upon any building or improvement, the court shall take an accounting of the values before such material was furnished or labor performed, and the enhanced value caused by such additions, repairs, or betterments; and upon the sale of the premises, distribute the proceeds of such sale so as to secure to the superior mortgagee or lienholder priority upon the land and improvements as they existed prior to the attaching of the mechanic's lien, and to the mechanic's lienholder priority upon the enhanced value caused by such additions, repairs, or betterments. In case the premises do not sell for more than sufficient to pay off the superior mortgage or other superior lien, the proceeds shall be applied on the superior mortgage or other superior liens.

[R60, §1853, 1855; C73, §2139, 2141; C97, §3095; C24, 27, 31, 35, 39, §10290; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §572.21]

2007 Acts, ch 83, §14

JUDICIAL CURRENT – LIS PENDENS

Iowa Code Sec. 617.10 recites:

617.10 Real estate — action indexed.

1. When a petition or municipal infraction citation affecting real estate is filed, the clerk of the district court where the petition or municipal infraction citation is filed shall index the petition or municipal infraction citation in an index book under the tract number which describes the property, entering in each instance the case number as a guide to the record of court proceedings which affect the real estate. If the petition or municipal infraction citation is amended to include other parties or other lands, the amended petition or municipal infraction citation shall be similarly indexed. When a final result is determined in the case, the result shall be indicated in the index book wherever indexed.

2. As used in [this section](#), “book” means any mode of permanent recording, including but not limited to card files, microfilm, microfiche, and electronic records.

[R60, §2842; C73, §2628; C97, §3543; S13, §3543; C24, 27, 31, 35, 39, §11092; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §617.10]

[2007 Acts, ch 71, §4](#); [2010 Acts, ch 1050, §6](#)

Referred to in [§364.22](#), [446.7](#), [575.1](#), [602.8102\(94\)](#), [617.11](#), [655A.3](#), [657.2A](#), [657A.2](#), [657A.12](#)

JUDICIAL CURRENT - NOTICE

Iowa Rules of Civil Rules recites in part:

Rule 1.302(1) The original notice shall contain the following information:

a. The name of the court and the names of the parties.

b. The name, address, telephone number, and if available, the facsimile transmission number of the plaintiff's or petitioner's attorney, if any, otherwise the plaintiff's or petitioner's address.

c. The date of the filing of the petition.

d. The time within which these rules or statutes require the defendant, respondent, or other party to serve, and within a reasonable time thereafter file, a motion or answer.

[Report October 31, 1997, effective January 24, 1998; November 9, 2001, effective February 15, 2002; November 22, 2002, effective February 1, 2003]

JUDICIAL CURRENT – NOTICE SERVICE BY PUBLICATION

Iowa Rules of Civil Procedure Rule 1.313 recites:

Rule 1.313 How published. After the filing of a petition, publication of the original notice shall be made once each week for three consecutive weeks in a newspaper of general circulation published in the county where the petition is filed. The newspaper shall be selected by the plaintiff.

[Report 1943; amendment 1951; October 31, 1997, effective January 24, 1998; November 9, 2001, effective February 15, 2002]

- Blue Book samples of Returns of Service and Proof of Publication

RETURN filed (date), shows service of notice by (title) on (names) by delivering copy thereof (with copy of the petition attached) to each of them in _____ County, Iowa, on (date).

RETURN filed (date) by (Sheriff) states that on (date) he served copies of the following notice on (name) and (name), defendants in actual possession of said real estate. (show notice or refer to Notice of Levy, if same).

PROOF filed (date) shows publication of Notice of Levy in the issues of (date) and (date) in a newspaper of general circulation in the County.

JUDICIAL CURRENT – REDEMPTION

Iowa Code Sec. 654.20 recites:

654.20 Foreclosure without redemption — nonagricultural land.

1. If the mortgaged property is not used for an agricultural purpose as defined in [section 535.13](#), the plaintiff in an action to foreclose a real estate mortgage may include in the petition an election for foreclosure without redemption. The election is effective only if the first page of the petition contains the following notice in capital letters of the same type or print size as the rest of the petition:

NOTICE

THE PLAINTIFF HAS ELECTED FORECLOSURE WITHOUT REDEMPTION. THIS MEANS THAT THE SALE OF THE MORTGAGED PROPERTY WILL OCCUR PROMPTLY AFTER ENTRY OF JUDGMENT UNLESS YOU FILE WITH THE COURT A WRITTEN DEMAND TO DELAY THE SALE. IF YOU FILE A WRITTEN DEMAND, THE SALE WILL BE DELAYED UNTIL SIX MONTHS (or THREE MONTHS if the petition includes a waiver of deficiency judgment) FROM ENTRY OF JUDGMENT IF THE MORTGAGED PROPERTY IS YOUR RESIDENCE AND IS A ONE-FAMILY OR TWO-FAMILY DWELLING OR UNTIL TWO MONTHS FROM ENTRY OF JUDGMENT IF THE MORTGAGED PROPERTY IS NOT YOUR RESIDENCE OR IS YOUR RESIDENCE BUT NOT A ONE-FAMILY OR TWO-FAMILY DWELLING. YOU WILL HAVE NO RIGHT OF REDEMPTION AFTER THE SALE. THE PURCHASER AT THE SALE WILL BE ENTITLED TO IMMEDIATE POSSESSION OF THE MORTGAGED PROPERTY. YOU MAY PURCHASE AT THE SALE.

3. If the election for foreclosure without redemption is made, then [sections 654.21 through 654.26](#) apply.

[87 Acts, ch 142, §6; 2013 Acts, ch 30, §195; 2018 Acts, ch 1148, §4](#)

Referred to in [§455B.751, 628.1A, 654.1A, 654.5, 654.20A](#)

JUDICIAL CURRENT – REDEMPTION

Iowa Code Sec. 628.3 & Sec. 628.26 recites:

628.3 Redemption by debtor.

The debtor may redeem real property at any time within one year from the day of sale, and will, in the meantime, be entitled to the possession thereof; and for the first six months thereafter such right of redemption is exclusive. Any real property redeemed by the debtor shall thereafter be free and clear from any liability for any unpaid portion of the judgment under which said real property was sold.

[C51, §1926, 1927; R60, §3332, 3333; C73, §3102, 3103; C97, §4045; C24, 27, 31, 35, 39, §11774; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §628.3]

Referred to in [§535.8](#), [628.5](#), [628.26](#), [628.26A](#)

628.26 Agreement to reduce period of redemption.

The mortgagor and the mortgagee of real property consisting of less than ten acres in size may agree and provide in the mortgage instrument that the period of redemption after sale on foreclosure of said mortgage as set forth in [section 628.3](#) be reduced to six months, or reduced to three months if the property is not used for an agricultural purpose as defined in [section 535.13](#), provided in all cases under [this section](#) that the mortgagee waives in the foreclosure action any rights to a deficiency judgment against the mortgagor which might arise out of the foreclosure proceedings. In such event the debtor will, in the meantime, be entitled to the possession of said real property; and if such redemption period is so reduced, for the first two months after sale such right of redemption shall be exclusive to the debtor, and the time periods in [sections 628.5](#), [628.15](#), and [628.16](#), shall be reduced to three months.

[C62, 66, 71, 73, 75, 77, 79, 81, §628.26]

[2018 Acts, ch 1148, §3](#)

Referred to in [§654.25](#)

JUDICIAL CURRENT – REDEMPTION

Iowa Code Sec. 628.27 recites:

628.27 Redemption where property abandoned.

The mortgagor and the mortgagee of any tract of real property consisting of less than ten acres in size may also agree and provide in the mortgage instrument that the court in a decree of foreclosure may find affirmatively that the tract has been abandoned by the owners and those persons personally liable under the mortgage at the time of such foreclosure, and that should the court so find, and if the mortgagee shall waive any rights to a deficiency judgment against the mortgagor or the mortgagor's successors in interest in the foreclosure action, then the period of redemption after foreclosure shall be reduced to sixty days. If the redemption period is so reduced, the mortgagor or the mortgagor's successors in interest or the owner shall have the exclusive right to redeem for the first thirty days after such sale and the times of redemption by creditors provided in [sections 628.5, 628.15 and 628.16](#) shall be reduced to forty days. Entry of appearance by pleading or docket entry by or on behalf of the mortgagor shall be a presumption that the property is not abandoned.

[C71, 73, 75, 77, 79, 81, §628.27]

Referred to in [§654.25](#)

JUDICIAL CURRENT – DEFICIENCY JUDGMENT

Iowa Code Sec. 654.20 & Sec. 654.26 recites:

654.20 Foreclosure without redemption – nonagricultural land.

2. If the plaintiff has not included in the petition a waiver of deficiency judgment, then the notice shall include the following:

IF YOU DO NOT FILE A WRITTEN DEMAND TO DELAY THE SALE AND IF THE MORTGAGED PROPERTY IS YOUR RESIDENCE AND IS A ONE-FAMILY OR TWO-FAMILY DWELLING, THEN A DEFICIENCY JUDGMENT WILL NOT BE ENTERED AGAINST YOU. IF YOU DO FILE A WRITTEN DEMAND TO DELAY THE SALE, THEN A DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST YOU IF THE PROCEEDS FROM THE SALE OF THE MORTGAGED PROPERTY ARE INSUFFICIENT TO SATISFY THE AMOUNT OF THE MORTGAGE DEBT AND COSTS.

IF THE MORTGAGED PROPERTY IS NOT YOUR RESIDENCE OR IS NOT A ONE-FAMILY OR TWO-FAMILY DWELLING, THEN A DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST YOU WHETHER OR NOT YOU FILE A WRITTEN DEMAND TO DELAY THE SALE.

654.26 No deficiency judgment in certain cases.

If the plaintiff has elected foreclosure without redemption, the plaintiff may include in the petition a waiver of deficiency judgment. If the plaintiff has elected foreclosure without redemption and does not include in the petition a waiver of deficiency judgment, if the mortgaged property is the residence of the mortgagor and is a one-family or two-family dwelling, and if the mortgagor does not file a demand for delay of sale under [section 654.21](#), then the plaintiff shall not be entitled to the entry of a deficiency judgment under [section 654.6](#).

[87 Acts, ch 142, §12](#)

Referred to in [§654.1A](#), [654.20](#), [654.25](#)

JUDICIAL CURRENT – LEGAL DESCRIPTION

Title Standard 6.1 Showings in a Judicial Foreclosure Action:

1. The legal description of the property must be clearly indicated in the petition, the decree and the sheriff's deed, and there should be no material variances among them.

EXAMPLE OF FORECLOSURE WITH INCORRECT LEGAL & SUBSEQUENT QUIET TITLE

(shown in part):

[REDACTED], Plaintiff Vs. [REDACTED] Spouse of [REDACTED], and Parties in Possession, Defendants	FORECLOSURE Case No. EQCV0 [REDACTED] In the Iowa District Court for Story County
--------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------

Entered in Lis Pendens on January 29, 2018.

Abstractor's Note: Lis Pendens shows Seq as [REDACTED] and Description as Lots 8, 9 and 12, _____ Richardsons Fourth Addition to Zearing, Iowa.

FORECLOSURE PETITION filed January 29, 2018, prays to foreclose without redemption the mortgage recorded as Inst. No. [REDACTED], Shown at Entry #44 and assigned at Previous Entry.

Said Note, Mortgage and Assignment attached.

States in part: ...1. ...The Subject Property is legally described in Exhibit A...

...20. The following are joined as defendants to this action because they may claim a right, title, or interest in the Mortgaged Premises, by virtue of, but not limited to, the right, title or interest described below (defendant's name: type of potential interest (case no./recording info.)):

20.1. [REDACTED]: Mortgage (upon information and belief paid in full but improperly released [REDACTED])

20.2. [REDACTED] Mortgage (upon information and belief paid in full but improperly released [REDACTED])...

EXHIBIT A (attached) lists: Lots 8, 9 and 12, _____ Richardsons Fourth Addition to Zearing, Iowa.

[REDACTED]

Plaintiff

Vs.

[REDACTED]

AND ALL UNKNOWN
PERSONS CLAIMING ANY LEGAL OR
EQUITABLE RIGHT, TITLE, ESTATE, LIEN, OR
INTEREST ADVERSE TO PLAINTIFF IN THE
PROPERTY DESCRIBED AS:

{Real estate described in the caption hereof},

Defendants

QUIET TITLE ACTION

Case No. EQCV [REDACTED]

In the Iowa District Court for
Story County

Entered in Lis Pendens on November 13, 2019.

PETITION TO QUIET TITLE LIS PENDENS filed November 12, 2019, states:

COMES NOW, Plaintiff, GSD Properties, LLC, by and through undersigned
counsel, and in support of this Petition to Quiet Title hereby states as follows:

1. Plaintiff, GSD Properties, LLC, is and at all times material was, the owner
in fee simple and in possession and control of the Subject Property with the local address [REDACTED]

[REDACTED]

{Real estate described in the caption hereof}
(hereinafter the "Subject Property").

7. Plaintiff purchased the Subject Property at a sheriff's sale on February 26, 2019.

8. The genesis of the sheriff's sale was a foreclosure action entitled [REDACTED] et al., Story County Case No. EQCV0 [REDACTED]

9. Although never challenged, the foreclosure action legal description had a scrivener's error and/or omission for the Subject Property by failing to include reference to the block number.

10. Because of the scrivener's error and/or omission, the County Recorder's Office has refused to record the Sheriff's Deed.

11. Defendants have no right, title, or interest in the Subject Property, and should be barred and forever estopped from having or claiming any right, title, or interest to the Subject Property; however, because of the scrivener's error and/or omission Defendants names appear in the chain of title adverse to Plaintiff's claim of title.

12. Plaintiff seeks to quiet Title as of the date of the Sheriff's Sale, February 26, 2019.

13. Unless Plaintiff is granted the requested relief, Plaintiff will suffer irreparable injury, for which Plaintiff has no adequate remedy at law.

14. Plaintiff prays the Court confirm Plaintiff's title to the Subject Property and that Defendants and any person claiming through them be barred and forever estopped from having or claiming any right, title, or interest to the Subject Property.

WHEREFORE Plaintiff prays the Court entering judgement in favor of the Plaintiff and decreeing that Plaintiff is the absolute owner in fee simple of the real estate located legally described as:

{Real estate described in the caption hereof}

free and clear of all rights, titles, interest, liens, or claims of any said Defendants, known or unknown; and further that Plaintiff's title is hereby quieted and confirmed against all Defendants, and all persons claiming by, through, or under them, each of whom is forever barred and estopped from having or claiming any right, title, or interest in said premises or any part thereof. Plaintiff requests such other and further relief deemed just and equitable under the circumstances.

/s/ [REDACTED] Attorney for Plaintiff.

DISSOLUTION



Iowa Code Annotated; Section 598.21

The following factors are considered in any division of property:

- 1) the contribution of each spouse to the acquisition of the marital property, including the contribution of each spouse as homemaker or in childcare;**
- (2) the value of any property brought to the marriage;**
- (3) the contribution by one party to the education, training, or increased earning capacity of the other;**
- (4) the length of the marriage;**
- (5) the age and physical and emotional health of the spouses;**
- (6) the vocational skills of the spouses;**

Iowa Code Annotated; Section 598.21

The following factors are considered in any division of property:

- (7) the time and expense necessary to acquire skills and training to become self-sufficient;**
- (8) the federal income tax consequences of the court's division of the property;**
- (9) the time and expense necessary for a spouse to acquire sufficient education to enable the spouse to find appropriate employment;**
- (10) any premarital or marital settlement agreement;**
- (11) the present and potential earning capability of each spouse, including educational background, training, employment skills, work experience, and length of absence from the job market;**

Iowa Code Annotated; Section 598.21

The following factors are considered in any division of property:

- (12) whether the property award is instead of or in addition to alimony and the amount and duration of any such alimony award;**
- (13) the total economic circumstances of the spouses, including any pension benefits;**
- (14) the desirability of awarding the family home to the spouse with custody of any children;**
- (15) any custodial provisions for the children; and,**
- (16) the amount and duration of any maintenance payments.**

Long form – title in both parties at the time of dissolution and less than 10 years at the time we abstracted.

69. IN THE IOWA DISTRICT COURT FOR GUTHRIE COUNTY
In Re the Marriage of L. M. M. and E. E M
Upon the Petition of LMM D.M. No. CDDM003266
(Petitioner)
And Concerning
EEM
(Respondent)

(a)
PETITION FOR DISSOLUTION OF MARRIAGE, filed September 22, 2000, states that the child of the parties whose welfare may be affected by this controversy is MMM, date of birth 8/3/98 (2 years).

(b)
APPEARANCE & ANSWER filed October 23, 2000, on behalf of the Respondent by F. John Spellman, his Attorney.

(c)
ORDER entered January 17, 2001, provides temporary child support in the amount of \$326. per month shall be paid by Respondent to Petitioner through Collection Services beginning January 1, 2001; medical support to be provided by Respondent.

(d)
DECREE entered July 6, 2001, approved as to form by the Plaintiff and Defendant, recites in part: Dissolves the marriage of the parties and provides joint legal custody of the parties' minor child, MMM, with physical care and custody in the Petitioner. E shall pay to L \$282. per month child support on the first of each month through the office of the Collection Services Center, P.O. Box 9125, Des Moines, Iowa 50306-9125, commencing July 1, 2001, and continuing until M becomes nineteen years of age or graduates from high school, whichever occurs first; dies; marries; or becomes emancipated and self-supporting. E shall maintain medical insurance on M until he is no longer obligated to contribute to the support of M, including making a contribution to M's post high school educationNeither party shall receive alimony from the other.

L shall quit claim all right, title and interest in Lots 11 and 12, Block 6, in the Original Town of Bagley, Iowa, to E within thirty days of the date of this Decree of Dissolution. E shall pay any mortgage, debt, lien or encumbrance existing thereon and shall hold L harmless thereon and indemnify her for any such obligation.

Each party shall be responsible for their own attorney fees and for one-half of the costs of this action.

Court costs total \$110., of which \$63.60 has been paid by E.

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IN THE IOWA DISTRICT COURT FOR GUTHRIE COUNTY

IN RE THE MARRIAGE OF NANCY KATHLEEN [REDACTED] and ARNOLD LEO [REDACTED]

Upon the Petition of	:	
NANCY KATHLEEN [REDACTED]	:	CDDM _____
	:	
Petitioner,	:	
	:	
And Concerning	:	PETITION FOR DISSOLUTION
ARNOLD LEO [REDACTED],	:	OF MARRIAGE
	:	
Respondent.	:	

COMES NOW, the Petitioner, NANCY KATHLEEN [REDACTED], and in support of her Petition for Dissolution hereby states to the Court as follows:

1. The Petitioner, NANCY KATHLEEN [REDACTED], resides at 2408 Wagon Road, Panora, Guthrie County, Iowa 50216, and is 56 years of age, having been born on September 11, 1957. The Petitioner is represented by attorney Vicki R. Copeland of Wilcox, Polking, Gerken, Schwarzkopf, Copeland & Williams, P.C., 115 East Lincoln Way, Suite 200, Jefferson, Iowa 50129.
2. The Respondent, ARNOLD LEO [REDACTED], also resides at 2408 Wagon Road, Panora, Guthrie County, Iowa 50216, and is 53 years of age, having been born on April 12, 1961.
3. The parties were married to each other in Guthrie Center, Iowa, on September 28, 1990.
4. There are no minor children of the parties whose welfare will be affected by this action. However, the parties are the parents of a disabled child, M.L.L., YOB 1992, 22 years old, and the parties' contributions to his lifetime support will be an issue.

5. The above-named disabled child currently resides with Petitioner and the Respondent in Panora, Iowa.

6. A separate action for dissolution of marriage has not been commenced nor is pending by the Respondent in any Court of this state or elsewhere.

7. This Petition is filed in good faith and for the purposes set forth herein.

8. The Petitioner has been a resident of Guthrie County for more than one year, and this residency has been in good faith and not for the purposes of obtaining a marriage dissolution only.

9. There has been a breakdown of the marriage relationship to the extent that the legitimate objects of matrimony have been destroyed and there remains no reasonable likelihood that the marriage can be preserved.

10. The Petitioner states that conciliation procedures would not be beneficial and requests that the Court enter an order waiving all conciliation procedures.

11. The Court should make a division of any and all property of the parties, whether real or personal, or mixed, or whether owned jointly or individually, in an equitable manner.

12. The Court should divide all financial obligations and other indebtedness which have been incurred by the parties up to the time of the decree herein for family necessities equitably between the parties.

13. The Petitioner is a fit and proper person to have temporary and permanent physical care of the above-named disabled child of the parties and it is in the best interests of said child to be placed in the temporary and permanent physical care of the Petitioner.

14. The Respondent should be required to make monthly or weekly payments for the support of the above named disabled child during this action.

15. The Respondent should be required to make payments for the permanent support of the disabled child of the parties.

16. The Respondent should be required to pay one-half of the costs of this action and a portion of the attorney fees of the Petitioner.

WHEREFORE, the Petitioner prays that the Court enter a decree dissolving the marriage of the Petitioner and the Respondent.

The Petitioner further prays that the above named disabled child be placed in the temporary and permanent custody of the Petitioner.

The Petitioner further prays that the Respondent be required to make payments for the temporary and permanent support of the disabled child of the parties, and that the same be judgment liens against the property and income of the Respondent and draw interest accordingly, and that the support obligation not end upon the Respondent's death.

The Petitioner further prays that the Court make a full and equitable division of the property and the debts of the parties acquired during their marriage.

The Petitioner further prays that the Respondent be ordered to pay one-half of the costs of this action and a portion of the attorney fees of the Petitioner.

The Petitioner further prays for such other and further relief as to the Court may seem just and equitable.

IN THE IOWA DISTRICT COURT FOR GUTHRIE COUNTY

IN RE THE MARRIAGE OF NANCY K. [REDACTED] and AL [REDACTED]

Upon the Petition of	:	
NANCY K. [REDACTED]	:	CDDM003951
	:	
Petitioner,	:	
	:	
And Concerning	:	
AL [REDACTED]	:	STIPULATION
	:	
Respondent.	:	

COME NOW the parties and stipulate as follows:

WHEREAS, [REDACTED] the Petitioner herein, has filed a PETITION FOR DISSOLUTION OF MARRIAGE and is represented by her attorney, Vicki R. Copeland, and

WHEREAS, [REDACTED], the Respondent herein, has been served with a copy of said PETITION.

WHEREAS, in the event a dissolution is granted, the parties hereto are desirous of entering into an amicable agreement in regard to all matters herein.

IT IS THEREFORE AGREED AND UNDERSTOOD by and between the parties herein that, in the event a dissolution is granted, and subject to the approval of the court, the parties hereto agree as follows:

1. The Court has jurisdiction of the subject matter of this cause of action and of the parties hereto.

2. There has been a breakdown of the marriage relationship of these parties to the extent that the legitimate objects of matrimony have been destroyed, and there remains no reasonable likelihood that the marriage can be preserved.

3. The material allegations of the Petitioner's Petition for Dissolution of Marriage are supported by competent evidence, and the marriage of these parties should be dissolved.

4. The Petitioner [REDACTED], and the Respondent is [REDACTED].

5. There are no minor children whose welfare will be affected by this action. However, the parties have a disabled child, to wit: M.L.L., YOB 1992, who is financially and otherwise dependent upon his parents and it is anticipated that he shall remain dependent upon his parents.

6. Both parties have waived reconciliation.

IT IS THEREFORE AGREED that the bonds of matrimony previously existing between the parties hereto, be and the same are hereby severed, dissolved, and held for naught, and the Petitioner, [REDACTED], and the Respondent, [REDACTED], are hereby granted a Decree of Dissolution of Marriage. Conciliation would serve no useful purpose and the same is waived by the Court and both parties.

IT IS FURTHER AGREED:

1. Child Custody. The parties shall be issued joint legal custody of the parties' disabled child. Primary physical care of the disabled child shall be with [REDACTED], who shall

continue to serve as the child's guardian and conservator. A [REDACTED] shall resign as the child's co-guardian and co-conservator.

2. Child Support. As to M.L.L., it is anticipated that he will need emotional, physical and financial support for his lifetime. Therefore, A [REDACTED] I [REDACTED] shall pay child support in the amount of Three Hundred Dollars (\$300.00) per month, beginning February 1, 2015, to the Petitioner, N [REDACTED] L [REDACTED]. Child support shall be due and payable by the 1st day of each month. All child support payments shall be made through the Guthrie County Clerk of Court, 200 North Fifth Street, Guthrie Center, Iowa 50115. The child support obligation in the amount of \$300.00 per month shall continue until: (1) M.L.L. dies; (2) N [REDACTED] dies or (3) A [REDACTED] dies.

3. Medical insurance. Nancy shall secure medical insurance for the parties' disabled child, so long as it is available to her at a reasonable cost and so long as he qualifies for coverage through a group supported plan. If Nancy secures the insurance for the parties' disabled child, Arnold shall reimburse to Nancy one half of the cost of the child's medical insurance by payments made directly to Nancy by the 1st of each and every month, beginning the month that she secures such insurance. The reimbursement is one half of the cost to Nancy of the insurance for M.L.L. Both parties recognize the cost may vary at least annually. Nancy shall provide Arnold confirmation of any increase or decrease in the insurance costs within ten (10) days of any notification. All health related bills for M.L.L. which are not covered by insurance shall be the joint responsibility of Arnold and Nancy with Nancy being

IN THE IOWA DISTRICT COURT FOR GUTHRIE COUNTY

IN RE THE MARRIAGE OF N[REDACTED] K[REDACTED] L[REDACTED] and A[REDACTED] L[REDACTED] L[REDACTED]

Upon the Petition of	:	
N[REDACTED] K[REDACTED] L[REDACTED],	:	CDDM003951
	:	
Petitioner,	:	
	:	
And Concerning	:	
A[REDACTED] L[REDACTED] L[REDACTED],	:	ORDER APPROVING STIPULATION
	:	
Respondent.	:	

This matter comes before the Court upon the Stipulation signed by the Petitioner and the Respondent and the attorney for the Petitioner and filed herein on February 2, 2015. The Court finds it is appropriate to approve the Stipulation.

IT IS THEREFORE ORDERED that the Stipulation signed by the Petitioner and the Respondent and the Petitioner's attorney and subsequently filed with the Clerk of Court on February 2, 2015, is hereby approved.

36.

IN THE IOWA DISTRICT COURT FOR GUTHRIE COUNTY

In Re the Marriage of N [REDACTED] K [REDACTED] L [REDACTED] and A [REDACTED] I [REDACTED] L [REDACTED]
 Upon the Petition of D. M. No. CDDM003951
 N [REDACTED] K [REDACTED] L [REDACTED],
 Petitioner
 And Concerning
 A [REDACTED] I [REDACTED] L [REDACTED],
 Respondent

(a)
 PETITION filed July 23, 2014, states that there are no minor children of the parties whose welfare will be affected by this action. However, the parties are the parents of a disabled child, M.L.L., YOB 1992, 22 years old, and the parties' contributions to his lifetime support will be an issue.

(b)
 ACCEPTANCE OF SERVICE filed August 5, 2014, by A [REDACTED] I [REDACTED] L [REDACTED] acknowledges due, legal and timely service of the Original Notice with a copy of the Petition on July 31, 2014.

(c)
 STIPULATION filed January 23, 2015, approved as to form and content by the Petitioner, Respondent and Attorney for the Petitioner, wherein the Petitioner and Respondent agree that the marriage be dissolved, and that the parties shall be issued joint legal custody of the parties' disabled child. Primary physical care shall be with Nancy, who shall continue to serve as the child's guardian and conservator. A [REDACTED] shall resign as the child's co-guardian and co-conservator. A [REDACTED] shall pay child support in the amount of \$300. per month beginning February 1, 2015, to N [REDACTED], which shall be due and payable by the 1st day of each month. All child support payments shall be made through the Guthrie County Clerk of Court, 200 North Fifth Street, Guthrie Center, Iowa 50115. The child support obligation shall continue until M.L.L. dies, N [REDACTED] dies or A [REDACTED] dies.

(d)
 ORDER filed February 2, 2015, approves the Stipulation filed February 2, 2015.

Iowa Court Information System online records show one child support payment of \$300. made February 24, 2015. Also shows \$50. court costs due versus Respondent.

ESTATES



INTESTATE – ANCIENT (More than 10 years from date of death)

This is Boone County Abstract Company's form, that we use, you do not need to show any values, or tax clearances:

In the MATTER of the ESTATE of *, DECEASED.

In the District Court of Boone County, Iowa.

* No. * shows that * died intestate on *, a resident of * County, Iowa.

INVENTORY filed *, shows as

Heirs at Law	Age	Relationship
--------------	-----	--------------

*.. (insert names here)

Real Property

*.. (insert property here)

FINAL Report filed * shows (set out anything that clarifies devolution of title).

ORDER entered *approving Final Report and (discharging Administrator/closing estate).

If there is a Court Officer Deed from this Intestate Ancient Estate, given over 10 years from your certification date, we would show only a short entry about estate, as these deeds cannot be overturned. On this following example, most attorneys want to see from the Estate who was appointed as Executor, Administrator or Personal Representative.

In the MATTER of the ESTATE of *, DECEASED.

In the District Court of Boone County, Iowa.

Probate/ESPR No. * shows that * died (intestate/testate) on *, a resident of * County, Iowa.

Will admitted to probate on *, and appoints * as Executor thereof without bond. Oath filed and

Letters of Appointment issued *, to *, as Executor .

*If the estate was closed less than 5 years from your certification date, you need to use **INTESTATE - CURRENT forms.***

TESTATE - ANCIENT

(Deceased more than 10 years, and closed over 10 years)

In the MATTER of the ESTATE of *, DECEASED.

In the District Court of Boone County, Iowa.

Probate/ESPR No. * shows that * died testate on *, a resident of * County, Iowa. Will admitted to probate on *.

LAST Will and Testament of *, dated *, filed *, attested to in usual form by two subscribing witnesses thereto, and recorded in Will Record *, Page *, provides as follows:

*..(insert will here)

(Clerk's Certificate of Probate filed therewith (or date).)

ELECTION filed *, by *, surviving spouse of the above named Decedent, wherein he (she) voluntarily elects to take under the provisions of the will of said Decedent.

INVENTORY filed *, shows as

Beneficiar(y)(ies) under Will	Age	Relationship
-------------------------------	-----	--------------

Recites: Did decedent leave a surviving spouse? No. Were any children born to or adopted by decedent after execution of Last Will? No.

Real Property

FINAL Report filed *, shows (inter alia) that:

ORDER entered * approving Final Report and closing estate.

TESTATE - CURRENT (Closed less than 5 years)

The Abstracting Standards sets out example and comments on pages 160 thru 164.

These are shown in full; however, this is different for every abstract company and what the attorneys require. Boone County Abstract Company shows:

PETITION

LAST WILL (Abstracting Standards Book says to set forth pertinent parts of Will, but in Boone County, we set it up in full. The only things I (Sherry) would drop out are if there are very long-winded trust provisions, and I (Sherry) knew that real estate was not passing into Trust.)
Example: Articles III, IV and V, *** (contain provisions for Trust).

ORDER

OATH(S) AND LETTERS(S)

AFFIDAVIT OF MAILING and NOTICE, if attached.

PROOF of PUBLICATION

INVENTORY

ANY RESPONSES from DHS - and TAX CLEARANCES - FEDERAL ESTATE TAX

ELECTION - if there is one.

FINAL REPORT - a lot of these now have an Inheritance Tax paragraph. The attorneys we work with only want to see a paragraph about genetic material, if there is material. Otherwise, we do not show.

ORDER CLOSING

TESTATE - CURRENT

(Closed more than 5 years, less than 10 years)

The Abstracting Standards Book sets out example and comments on pages 165 thru 168.

These are a lot like the Current Forms; however, the Abstracting Standards Book does not show Petition, Affidavit of Mailing, and Proof of Publication. Boone County Abstract Company does show these items. You may use whatever is customary.

ESTATE - JOINT TENANCY

This is Boone County Abstract Company's form:

In the MATTER of the ESTATE of * , DECEASED.

In the District Court of Boone County, Iowa.

Probate No. * shows that * died on * .

INVENTORY filed *, shows as:

Surviving Joint Tenant	Age	Relationship
*..insert names		

Schedule * - Joint Property

*..insert property

Total of Schedules \$*

Less mortgages and estimated debts \$*

Total \$*

ESTATE - JOINT TENANCY (cont.)

[Don't show values, or any tax clearances for ancient joint tenancy (where decedent died over 10 years ago); show long line here for end of estate.]

CERTIFICATE of Director of Revenue filed *, that all necessary inheritance tax reports in the estate of * have been filed, and that according to the assets reported there is no inheritance tax due the State of Iowa.

INHERITANCE Tax Clearance of Director of Revenue filed *, certifies, upon examination of the return and records filed in the estate of *, (that there is no Inheritance Tax due the State of Iowa.) (that Iowa Inheritance Tax has been paid in full.)

RECEIPT of Director of Revenue filed *, for \$* in * payment of Inheritance Tax on the estate of *.

FINAL Report filed *, by *, states (inter alia) that *.

TRANSCRIPT – ESTATE

You can only show what is transcribed to your county, from the original county, even though you can go online to ICIS and see what was filed in original county. From past experience, when they come into Boone County, through ICIS, the original file dates in the original county, are covered up by the date they are filed in Boone County. So, you do need to go into ICIS and look at original county's file to get filing dates of the documents filed.

Boone County Abstract Company's form.

In the MATTER of the ESTATE of *, DECEASED.

**On * there was filed in the office of the Clerk of the District Court of Boone County, Iowa, and there docketed in ESPR/Probate No. * , certified copy of proceedings in the matter of the Estate of * , Deceased, from ESPR/Probate No. * , in the District Court of * County, Iowa, showing:
<..now go to regular probate forms and begin with PETITION.>**

JUDGMENTS



ILTA ABSTRACTING STANDARDS BOOK 2022

GLOSSARY, FORMS AND GENERAL COMMENTS – PAGE 17:

LIENS: Judgments and Tax Liens filed and released during the period of search may be omitted from the abstract if the release appears to all respects to be proper and sufficient.

Release or assignment of liens executed after Jan. 1, 1964 by a fiduciary qualified in another county in the State of Iowa should be accompanied by the Certificate required under Sec. 633.98 – 2021 Code, which should be abstracted. If said Certificate is not recorded, so state.

ILTA ABSTRACTING STANDARDS BOOK 2022

GLOSSARY, FORMS AND GENERAL COMMENTS – PAGE 23:

SEARCHES: LIENS: (General)	2021 Code	Search
Common Law Liens		See COMMON LAW
Federal Estate	6324(a)	10 years unless Special Use Valuation Election filed <u>7</u>
Federal Income	6321, 6322, 6502(a)	10 years <u>5</u>
Federal Judgment Liens	28 USC 3201	20 years and may be renewed for an additional 20 years <u>6</u>
Hazardous Waste	455B	Unlimited
Iowa Inheritance Tax	450.7/450.10	10 years <u>4</u>
Judgments	624.23	10 years <u>1</u>
Deficiency	615.1 & 615.3	10 years
Transcript	624.24	10 years <u>2</u>
Mechanics	572.27	2 years 90 days
State Income Tax	422.26	10 years <u>3</u>
State Sales or Use Tax	423.14	10 years <u>8</u>
State Unemployment State	96.7(6)	10 years <u>3</u>
Withholding	422.26	10 years <u>3</u>
Suspended Taxes	427.12	Unlimited

ILTA ABSTRACTING STANDARDS BOOK 2022

GLOSSARY, FORMS AND GENERAL COMMENTS – PAGE 23 & 24:

- 1** **Except installment judgments (such as alimony, child support and paternity).** Slack vs. Mullinex, 245 IA 1180. Also see Federal Judgment Liens.
- 2** 10 years from date of original judgment.
- 3** Plus extensions.
- 4** 10 years from date of death. (No C.I.T.) No inheritance tax lien if title held in joint tenancy with surviving spouse/lineal ascendant or descendant. Sec. 450.3(5) 2021 Code of Iowa.
- 5** Show any recorded within last 10 years unless released. Omit if past automatic release date.
- 6** **Federal Liens/Federal Judgment Liens** may appear of record in the Records Office. In general, Federal Liens/Federal Judgment Liens are a lien against the property of the Defendant for a period of 20 years; however, federal liens filed under 18 USC §3613(b) terminate 20 years after the entry of the judgment OR 20 years after the release from prison of the person ordered to pay restitution. Show the verbiage of the Federal Lien/Federal Judgment Lien as it pertains to the length of the lien on the property of the Defendant, including any code section references.
- 7** Special Use Valuation See Internal Revenue Code 2032A.
- 8** States Sales or Use Tax was repealed on July 1, 2021. Continue to show unreleased tax liens that were recorded less than 10 years, including extended.

ILTA ABSTRACTING STANDARDS BOOK 2022

JUDGMENT – PAGE 204:

JUDGMENT

vs.

Date of Judgment _____

Case No. _____

Amount _____ plus interest
and costs

1. Search Judgment/Lien Index on Iowa Courts Information System (ICIS).
2. **Show the total amount of the judgment and attorney fees and costs.**
3. Only show “plus interest” when applicable.
4. See "SEARCHES" for search period.
5. Judgments filed and released during the period of search may be omitted from the abstract if the release appears in all respects to be proper and sufficient.
6. Show designation of homestead pursuant to Sec. 561.4 – 2021 Code, demand and proof of service when showing action concerning judgment removed pursuant to Sec. 624.23(2).
7. See Chapter 626A – 2021 Code for enforcement of foreign judgments.
8. Names and addresses of plaintiff/practitioner may be useful to examining attorneys.

ILTA ABSTRACTING STANDARDS BOOK 2022

SATISFACTION OF JUDGMENT – PAGE 205:

SATISFACTION OF JUDGMENT

Date _____

Filed _____

Case No. _____

Docket _____, Page _____

vs.

SHOW IN FULL

COMMENT: When showing a satisfaction of judgment, show the manner in which it was satisfied, i.e., by properly acknowledged filed satisfaction, or by payment to the Clerk, if applicable to your county. Sec. 624.37 – 2021 Code. See also Sec. 598.22A – 2021 Code. See "CHILD SUPPORT: RELEASES AND SATISFACTIONS" With regards to Child Support Satisfactions.

ILTA ABSTRACTING STANDARDS BOOK 2022

*Iowa Title Guaranty (ITG) Minimum Abstracting Standards
Effective January 1, 2021 – PAGE 10:*

I. Federal Court Proceedings/Judgments. Show federal court proceedings/judgments for property located in Polk County (Southern District) or Linn County (Northern District). Show in all other counties only if a federal court proceeding has been transcribed into the Clerk of Court of County Recorder for which the property lies.

No.
4:18-
CV-439

Agrifund, LLC
vs.
Heartland Co-Op

Civil Judgment.
(Federal Court)
August 4, 2020 there was
entered a judgment vs.
Heartland Co-Op in the
amount of \$115,081.14 plus

prejudgment interest pursuant to Iowa Code sections 535.3 and 668.13 and postjudgment interest pursuant to 28 U.S.C. § 1961.

August 5, 2020 Judgment in Civil Case was entered which directs that judgment is entered in favor of Plaintiff in the amount of \$115,081.14, plus interest and costs.

September 1, 2020 there was filed Notice of Appeal by Heartland Co-op to the United State Court of Appeals for the Eighth Circuit.

September 10, 2020 there was filed Notice of Cross Appeal by Agrifund, LLC to the United States Court of Appeals for the Eighth Circuit.

Costs unpaid.

Andrew Ryan Biehl and Craig A. Knickrehm appear of record as attorneys for the plaintiff.

Jeffrey W. Courter and David T. Bower appear of record as attorneys for the defendant.

ITG - MNLN SEARCH GUIDELINES (page one)



MNLN Search Guidelines

Iowa Title Guaranty ("ITG") requires participating abstractors and closers (collectively, hereinafter "Participants") to perform searches of the Mechanic's Notice & Lien Registry ("MNLN") for any active postings related to the guaranteed real property ("Land"), including but not limited to, commencement of work notices, preliminary notices, mechanic's liens, satisfactions and withdrawals.

I. When to Perform the MNLN Search

Abstractors. Any abstract or other search product to be relied upon to obtain ITG coverage must include a search of the MNLN and reflect all postings.

Closers. Participants performing closing services pursuant to an ITG closing protection letter ("CPL"), must perform a search of the MNLN on the day of closing, prior to recording and disbursement of funds. If postings are revealed, the closer must consult with the examining attorney to determine how to resolve the matter prior to closing and disbursement.

II. How to Perform the MNLN Search

Search the MNLN database at <https://sos.iowa.gov/mnlr/search/search.aspx> using the available data fields:

1. MNLN Number
2. Legal Description
3. Tax Parcel Identification Number
4. Property Address
5. Property Owner
6. General Contractor/Owner Builder/Subcontractor
7. Date-County-Posting

ITG recommends Participants search as many fields as possible.

1. MNLN Number

The screenshot shows a search interface for the Mechanic's Notice and Lien Registry. At the top, it says 'MECHANIC'S NOTICE AND LIEN REGISTRY NUMBER'. Below that, there is a search bar with the label 'MNLN number:' and a 'SEARCH' button. In the top right corner, there are links for 'Show All' and 'Hide All'.

If you have knowledge of an existing MNLN number associated with the Land, search the MNLN by entering the number into the field and clicking "Search".

If you do not have knowledge of an existing MNLN number, you are not required to search by MNLN number.

TIPS:

- ✓ Search by entering the number prior to the dash to pull all postings connected with that entry. For example, searching "12345" for MNLN-12345 will reveal Mechanic's Lien MNLN 12345-0, Owner's Notice MNLN 12345-1, etc.

ITG - MNLR SEARCH GUIDELINES (page two)

2. Legal Description

LEGAL DESCRIPTION

County:

Match type: Near Exact

Legal description:

Include inactive:

SEARCH

Participants must perform a search by legal description.

TIPS:

- ✓ Confirm you have selected the proper county in the dropdown menu.
- ✓ Check the "Near" match type. Selecting "Exact" would eliminate possible matches that differ by a single character.
- ✓ Keep the search simple to avoid missing a posting due to an abbreviation discrepancy. For example, you are more likely to discover a posting by searching key terms in the legal such as the subdivision or plat name ("*Sample Plat*") instead of searching the full legal ("*Lot 1 in Sample Plat, an Official Plat, now included in and forming a part of Sample City, Sample County, Iowa.*").
- ✓ Contractors may use the short form legal on the Assessor's website when submitting a posting. Therefore, ITG recommends searching the short form legal description as well.

3. Tax Parcel Identification Number

TAX PARCEL IDENTIFICATION NUMBER

County:

Tax parcel ID #:

Include inactive:

SEARCH

Participants should perform a search of the tax parcel identification number(s). If the Land is comprised of more than one tax parcel identification number(s), the Participant should search all applicable tax parcel IDs.

TIPS:

- ✓ Confirm you have selected the proper county in the dropdown menu.
- ✓ Perform a search using all known tax parcel identification numbers.

4. Property Address

PROPERTY ADDRESS

County:

Address/Location:

City:

Postal code:

Include inactive:

SEARCH

Participants must perform a search of the local property address, as applicable. If the Land is not assigned a local address, Participant is not required to perform a search of the local address.

TIPS:

- ✓ Confirm you have selected the proper county in the dropdown menu.
- ✓ Keep the search simple to avoid missing postings due to an abbreviation discrepancy. For example, you are more likely to discover a posting by searching the address number "1234"

ITG - MNL R SEARCH GUIDELINES (page three)

instead of searching "1234 Sample Street, Sample City, IA 11111." If the posting was submitted using "St." and you searched "Street", your search may not reveal all applicable postings.

5. Property Owner

PROPERTY OWNER

Name:

City:

Include inactive:

Participant must search the property owner(s). In a purchase transaction, the Participant must search the names of seller(s)/titleholder(s) for all search products prepared prior to closing (i.e. preliminary abstract continuation, pre-closing search certification). Purchase post-closing searches (i.e. final abstract continuation, post-closing search certification) must include a search of both the seller(s) and buyer(s).

TIPS:

- ✓ Confirm you have entered the proper city or leave the city field blank.
- ✓ Perform the property owner search against all known variations of the owners' names.

6. General Contractor/Owner Builder/Subcontractor

GENERAL CONTRACTOR/OWNER BUILDER/SUBCONTRACTOR

Name:

City:

Include inactive:

ITG does not require that Participants perform a search of the general contractor, owner builder or subcontractor. However, if the Participant has knowledge that a specific contractor has performed work on the Land, ITG strongly recommends that the Participant perform a search against the contractor.

7. Date-County-Posting

DATE-COUNTY-POSTING

Begin date time: Day one

End date time: Now

County:

Posting: All Postings
 Commencement of Work
 Preliminary Notice
 Mechanic's Lien
 Other

Include inactive:

Participants may use the Date-County-Posting section to perform a search within a specific date range and/or perform a search for a particular type of posting. ITG requires that Participants search by all postings. Abstracts must reflect all active postings pursuant to ITG's Minimum Abstract Standards Effective January 1, 2021.

TIPS:

- ✓ Confirm you have selected the proper county in the dropdown menu.
- ✓ Perform a search by selecting "All Postings".

ILTA ABSTRACTING STANDARDS BOOK 2022

MECHANICS'S NOTICE AND LIEN REGISTRY – PAGES 30 & 31:

Claimant

vs.

Owner

MNLR # _____

Commencement of Work posted _____

Preliminary Notice posted _____

Mechanic's Lien Filed posted _____

Amount

\$ _____ **

Against: Legal Description, describe as in (General Comments, Legal Descriptions).

Property Address:

Tax parcel ID:

Set out dates when material was first furnished or labor first performed, and the date when the last material was furnished or the last of the labor performed. See Iowa Code Section 572.8(1)(a).

**Amount should be shown when the Mechanic's Lien is filed.

ILTA ABSTRACTING STANDARDS BOOK 2022

MECHANICS'S NOTICE AND LIEN REGISTRY – PAGES 30 & 31 (cont.):

COMMENTS:

- 1. Search of the Iowa Secretary of State Mechanic's Notice and Lien Registry ("MNLIR") for any active postings related to the real property, including but not limited to, commencement of work notices, preliminary notices, mechanic's liens, satisfactions and withdrawals. Chapter 572, 2021 Iowa Code. Reference Iowa Secretary of State Website: www.sos.iowa.gov/mnlr/index. Searches should be made for Mechanic's Liens covering period of two years and 90 days from date of abstractor's certificate. Section 572.27 – 2021 Code.**
- 2. For indexing requirement see record of Claims Section 572.22 – 2021 Code.**
- 3. Foreclosure should be shown according to the recommendations contained in Foreclosure of Mortgages. See "FORECLOSURE: CURRENT"**

No. 10
LN -
16894

Simonson & Associates
Architects, L.L.C.,
vs.
K.C. Holdings III, L.C.

Mechanic's Lien, \$66,308.19
Filed December 21, 2004.
Describes: The West 86.5
feet of the North 130 feet of
Lot 4 in Cooper Place, an
Official Plat now included in
and forming a part of the
City of

Windsor Heights, Polk County, Iowa,
and

The West 12.5 feet of the North 150 feet of Lot 3 and the East
52 feet of the North 150 feet of Lot 4, Cooper Place, an Official
Plat now included in and forming a part of the City of Windsor
Heights, Polk County, Iowa,

and

The East 68.5 feet of the North 340 feet of Lot 3, Cooper
Place, an Official Plat now included in and forming a part of the
City of Windsor Heights, Polk County, Iowa.

Statement filed shows last charge for labor and material on
July 20, 2004.

"Mailed copies 12-21-04."

In connection with above action we show the following:

RELEASE OF MECHANIC'S LIEN

The claimant named in the Mechanic's Lien filed December 21, 2004, and indexed in Mechanic's Lien Book 16894 in the office of the Clerk of Court for Polk County, Iowa, against the real estate described as,

The West 86.5 feet of the North 130 feet of Lot 4 in Cooper Place, an Official Plat now included in and forming a part of the City of Windsor Heights, Polk County, Iowa;

AND

The West 12.5 feet of the North 150 feet of Lot 3 and the East 52 feet of the North 150 feet of Lot 4, Cooper Place, an Official Plat now included in and forming a part of the City of Windsor Heights, Polk County, Iowa;

AND

The East 68.5 feet of the North 340 feet of Lot 3, Cooper Place, an Official Plat now included in and forming a part of the City of Windsor Heights, Polk County, Iowa,

for valuable consideration, acknowledges satisfaction of the amount claimed in the Mechanic's Lien and releases and discharges such lien.

Dated: August 24, 2005.

Simonson & Associates
Architects, L.L.C.,
By Nathan J. Barber,
Attorney for Claimant.

No.
S.C.-
659138

Crown Asset Management
LLC
vs.
Mark Bennett

Small Claims Judgment.
October 19, 2020 there was
entered a judgment vs. Mark
Bennett in the amount of
\$803.23 with interest thereon
at the rate of 2.13% from
October 19, 2020 and for the
costs of this action.

Costs unpaid.

Christopher Low appears of record as attorney for the plaintiff.

No.
CVCV –
051292

Matthew Anderson
vs.
Kevin Schafer d/b/a
Schafer Construction &
Woodworking

Judgment in Action in Equity.
January 25, 2017 an Order and
Judgment Entry was entered
which directs that partial
summary judgment is entered on
behalf of Plaintiff and

against Defendant in the amount of \$252,309.64 together with interest thereon at a rate of 2.85% per annum from the date of filing, February 11, 2016; that costs are taxed to Defendant; and that Plaintiff is permitted to file an Application for Attorney Fees within 10 days of this order.

February 6, 2017 an Order Approving Attorney Fees and Costs was entered which directs that Judgment is entered in favor of Plaintiff and against Defendant for attorney fees in the amount of \$14,507.250 and costs in the amount of \$329.41.

April 7, 2017 an Order and Judgment Entry on Supplemental Damages was entered which directs that punitive damages are awarded Plaintiff and against Defendant in the amount of \$750,000.00 together with interest thereon at the rate of 2.97% per annum from and after the date of this judgment, April 5, 2017; and that costs are taxed to Defendant.

Costs unpaid.

Agnes Gathoni Warutere appears of record as attorney for the plaintiff.

Kevin Cunningham appears of record as attorney for the defendant.

No.
CL -
146425

Iowa Student Loan Liquidity
Corporation
vs.
Travis R. Smith

Judgment in Action at Law.
March 7, 2020 Judgment was
entered vs. Travis R. Smith
in the amount of \$45,749.19,
interest in the amount of
\$16,037.36 and for the costs
of this action.

Costs unpaid.

Kevin Abbott appears of record as attorney for the plaintiff.

No.
AGCR -
348312

State of Iowa
vs.
Jessica Malmberg

Judgment in Action of
Criminal Charge.
September 13, 2021 an OWI
Sentencing Order (Second
Offense) was entered which
directs that

Defendant is fined \$1,875.00; and that Defendant is ordered to pay any and all assessed restitution, fines, surcharges, and court costs.

September 13, 2021 a Sentencing Order (Aggravated Misdemeanor) was entered which directs that Defendant is fined \$855.00; and that Defendant is ordered to pay any and all assessed restitution, fines, surcharges, and court costs.

Costs unpaid.

No.
SMAC -
394000

State of Iowa
vs.
Jessica Malmberg

Judgment in Action of
Criminal Charge.
September 8, 2021 a Simple
Misdemeanor Order was
entered which directs that
defendant is ordered to pay

a \$250.00 fine; and that Defendant is ordered to pay any and all
assessed restitution, fines, surcharges, and court costs.

Costs unpaid.

No.
CE -
86100

Alex Komm
Ilya Markevich
Boris G. Pusin and
Vadim Shapiro
vs.
Slava Staroselsky and
Leonid "Lenny" Shcharansky

Judgment in Action on
Equity.
October 7, 2020 Judgment
was entered vs. Slava
Staroselsky in the amount of
\$632,810.16, plus interest
from and after September 22,
2020 for all costs associated
with this action.

Jonathan Kramer is attorney for plaintiff.

Court costs unpaid.

In connection with the above action we show the following:

AFFIDAVIT OF RETURN
OF SERVICE

Filed October 22, 2020.

October 22, 2020 Affidavits of Return of Service by C. Miller Investigations, Inc. were filed stating that Notice of Claim of Homestead and Demand for Execution, and Affidavit and Demand Pursuant to Iowa Code §624.23(2)(B), were served to Vadim Shapiro on October 21, 2020, to Ilya Markevich on October 21, 2020, to Boris Pusin on October 21, 2020, and to Alex Komm on October 22, 2020.

FILING IN SATISFACTION OF
IOWA CODE §624.23(2)(B)
EQCE086100

Filed November 23, 2020.

COMES NOW the defendant, Slava Staroselsky, by and through their undersigned counsel and hereby state:

1. Written demand pursuant to Iowa Code §624.23(2)(B) was served upon the Plaintiff, Boris Pusin.
2. Thirty (30) days have passed without execution being levied.
3. Attached hereto and incorporated herein by this reference as Exhibit A is a copy of the affidavit and demand pursuant to Iowa Code §624.23(2)(B).
4. Attached hereto and incorporated herein by this reference as Exhibit B is the proof of service.
5. This filing is made to satisfy Iowa Code §624.23(2)(B).

John M. Miller,
Attorney for Defendant.

Attached is Notice of Claim of Homestead and Demand for Execution, Affidavit and Demand Pursuant to Iowa Code §624.23(2)(B), and Affidavit of Return of Service.

FILING IN SATISFACTION OF
IOWA CODE §624.23(2)(B)
EQCE086100

Filed November 23, 2020.

COMES NOW the defendant, Slava Staroselsky, by and through their undersigned counsel and hereby state:

1. Written demand pursuant to Iowa Code §624.23(2)(B) was served upon the Plaintiff, Ilya Markevich.
2. Thirty (30) days have passed without execution being levied.
3. Attached hereto and incorporated herein by this reference as Exhibit A is a copy of the affidavit and demand pursuant to Iowa Code §624.23(2)(B).
4. Attached hereto and incorporated herein by this reference as Exhibit B is the proof of service.
5. This filing is made to satisfy Iowa Code §624.23(2)(B).

John M. Miller,
Attorney for Defendant.

Attached is Notice of Claim of Homestead and Demand for Execution, Affidavit and Demand Pursuant to Iowa Code §624.23(2)(B), and Affidavit of Return of Service.

FILING IN SATISFACTION OF

IOWA CODE §624.23(2)(B)

EQCE086100

Filed November 23, 2020.

COMES NOW the defendant, Slava Staroselsky, by and through their undersigned counsel and hereby state:

1. Written demand pursuant to Iowa Code §624.23(2)(B) was served upon the Plaintiff, Vadim Shapiro.
2. Thirty (30) days have passed without execution being levied.
3. Attached hereto and incorporated herein by this reference as Exhibit A is a copy of the affidavit and demand pursuant to Iowa Code §624.23(2)(B).
4. Attached hereto and incorporated herein by this reference as Exhibit B is the proof of service.
5. This filing is made to satisfy Iowa Code §624.23(2)(B).

John M. Miller,
Attorney for Defendant.

Attached is Notice of Claim of Homestead and Demand for Execution, Affidavit and Demand Pursuant to Iowa Code §624.23(2)(B), and Affidavit of Return of Service.

FILING IN SATISFACTION OF
IOWA CODE §624.23(2)(B)
EQCE086100

Filed November 23, 2020.

COMES NOW the defendant, Slava Staroselsky, by and through their undersigned counsel and hereby state:

1. Written demand pursuant to Iowa Code §624.23(2)(B) was served upon the Plaintiff, Alex Komm.

2. Thirty (30) days have passed without execution being levied.

3. Attached hereto and incorporated herein by this reference as Exhibit A is a copy of the affidavit and demand pursuant to Iowa Code §624.23(2)(B).

4. Attached hereto and incorporated herein by this reference as Exhibit B is the proof of service.

5. This filing is made to satisfy Iowa Code §624.23(2)(B).

John M. Miller,
Attorney for Defendant.

Attached is Notice of Claim of Homestead and Demand for Execution, Affidavit and Demand Pursuant to Iowa Code §624.23(2)(B), and Affidavit of Return of Service.

NOTE: For further details see the records of the Clerk of District Court, Polk County, Iowa.

No.
CV-
8342

Arvest Bank
vs.
McAninch Corporation

Transcript Judgment.
Dated September 10, 2010.
Filed September 10, 2010.
September 10, 2010 there
was transcribed from
Johnson County,

Kansas under Case No. 10CV-01793 a Default Judgment in the amount of \$1,056,946.31 plus accruing daily interest from April 20, 2010 and post judgment of \$195.01 and court costs.

No.
ANCICI.
-
9166

The City of Ankeny
vs.
Oakstone Homes, Inc.

Judgment in Action on Civil
Infraction.
October 3, 2019 a decree was
entered vs. Oakstone Homes,
Inc., which directs that the
Defendant shall pay a

Civil penalty in the amount of \$750.00; that judgment is hereby
entered for the civil penalty; and the costs of this action, plus costs
incurred in the enforcement of this order with interest be charged to
the Defendant as a personal judgment.

Costs unpaid.

Matthew Robert O'Hollearn appears of record as attorney for
the plaintiff.

William Charles Strong appears of record as attorney for the
defendant.

AUDIENCE PARTICIPATION

Q&A

Share Best Practices

Give an Example When....



CITATIONS AND RESOURCES

- **Iowa Land Title Association Abstracting Standards 2022 Edition:**
ILTA@iowalandtitle.org
- **Iowa State Bar Association Title Standards (June 2019):**
<https://www.iowabar.org/?pg=store&sa=ViewDetails&ItemID=16946&cat=3073>
- **Iowa Title Guaranty:**
<https://www.iowafinance.com/content/uploads/2020/12/ITG-MNLR-Search-Guidelines.pdf>
- **Iowa Code:** **<https://www.legis.iowa.gov/law/iowaCode>**
- **Iowa Rules of Civil Procedure:**
<https://www.legis.iowa.gov/docs/ACO/CourtRulesChapter/1.pdf>
- **Examples Provided By:**
**Abstract & Title Services of Story County; American Abstract & Title Co.
Boone County Abstract Co.; Guthrie County Abstract Co.**

ACKNOWLEDGEMENT AND THANKS

ILTA Education Committee Members

Special Thanks for Presentation:

*Brent Calvert, Emily Collins, Kim Crask,
Sherry Shaw and Jan Gemar*

Special Thanks to Presenters:

*Brent Calvert, Emily Collins, Kim Crask,
Katelynn Miller and Sherry Shaw*

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