DELAWARE COUNTY, IOWA
FILED
2002 JL 12 AM 10:30
BOOK 2002
DEBORAH L. FENTON
DELAWARE CO. RECORDER

Instrument prepared by: DOROTHY LINK, Wells Fargo Financial Iowa 3, Inc.,
1386 TWIXT TOWN RD., MARION, IA 52302 Branch Address 319-377-8468 Branch Phone Number

Address Tax Statements: 20661 264TH ST., DELHI, IA 52223

REAL ESTATE MORTGAGE

JASON P. DRISCOLL & KELLY A. DRISCOLL, HUSBAND & WIFE AS JOINT TENANTS, Mortgagors are indebted to Wells Fargo Financial Iowa 3, Inc., Mortgagee under a Revolving Loan Agreement dated JULY 5, 2002, evidencing a loan made by said Mortgagee, pursuant to which a credit limit has been established in the amount of $ 46,600.00, according to the terms of said Revolving Loan Agreement. Said Revolving Loan Agreement requires payments in monthly instalments and according to the terms thereof, payment may be made in advance in any amount at any time and default thereunder or under any security instrument securing said Revolving Loan Agreement, shall, at the option of the holder thereof and without notice or demand unless required by law, render the entire unpaid balance thereof at once due and payable.

NOW THEREFORE, in consideration of said loan and to further secure the payment of said Revolving Loan Agreement and any Revolving Loan Agreements executed and delivered to Mortgagee by Mortgagors at any time before the entire indebtedness secured hereby shall be paid in full, evidencing either a future loan by Mortgagee or a refinancing of any unpaid balance under the Revolving Loan Agreement above described or renewal thereof, or both such future loan and refinancing, the Mortgagors do hereby convey to the Mortgagee, its successors and assigns forever the tract of real estate hereinafter described together with the rents, issues and profits thereof; provided, however, if the Mortgagors well and truly pay and discharge said Revolving Loan Agreement or Revolving Loan Agreements according to the terms thereof, then these presents shall cease and be void.

2000 - 2823

In the event default shall exist hereunder or under said Revolving Loan Agreement or Revolving Loan Agreements, and the entire indebtedness secured hereby shall be due and payable either by exercise of the option of acceleration herein described or otherwise, this mortgage may be foreclosed by action in court by equitable proceedings. Upon foreclosure Mortgagee shall have the right, irrespective of any deficiency, to which Mortgagors hereby consent, to enter upon the premises in person or have a Receiver appointed to take possession of the premises and collect the rents, issues and profits thereof for the benefit of Mortgagee as allowed by law.

If the tract of real property described herein is less than ten (10) acres in size, it is further hereby agreed, pursuant to Section 628.26, Code of Iowa, that the period of redemption after sale on foreclosure of this mortgage shall be reduced to six (6) months, provided Mortgagee waives in the foreclosure action any rights to a deficiency judgment against the Mortgagors which might arise out of the foreclosure proceeding. If the tract of real property described herein is less than ten (10) acres in size, it is further hereby agreed, pursuant to Section 628.27, Code of Iowa, that the court in a decree of foreclosure may find affirmatively that said tract has been abandoned by the owners and those persons personally liable under this mortgage at the time of such foreclosure, and should the court so find, and if Mortgagee shall waive any rights to a deficiency judgment against the Mortgagors or their successors in interest in the foreclosure action, then the period of redemption after foreclosure shall be reduced to sixty (60) days.

Mortgagors expressly agree to keep all legal taxes, assessments, and prior liens against said property paid, to keep the buildings and improvements thereon in good repair, to commit no waste thereon, and to keep the buildings and improvements thereon insured for the benefit of the Mortgagee as its interest may appear; and upon failure of Mortgagors to do so, Mortgagee may pay such taxes, assessments, and prior liens, and cause said property to be repaired, and cause said property to be insured, and the amount so paid shall become a part of the indebtedness secured by this mortgage as permitted by law.

The Mortgagors covenant that they exclusively possess and own said property free and clear of all encumbrances except as otherwise noted, and that they will warrant and defend the same against the claims and demands of all persons except the Mortgagee. Mortgagors also agree not to sell, convey or otherwise transfer the mortgaged property or any portion thereof without Mortgagee's prior written consent and any such sale, conveyance or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof. The Mortgagors hereby relinquish all contingent rights in and to the mortgaged property, including the right of dower and homestead. Any failure of the Mortgagee to enforce any of its rights or remedies hereunder shall not be a waiver of its rights to do so thereafter. Whenever the context so requires plural words shall be construed in the singular.

NOTICE: This mortgage secures credit in the amount of $200,000 (Amount Financed). Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

DESCRIPTION OF MORTGAGED REAL ESTATE:
THE DESCRIPTION OF THE PROPERTY IS ON A SEPARATE FORM ATTACHED TO THIS MORTGAGE, WHICH DESCRIPTION IS PART OF THIS MORTGAGE.

situated in the County of DELAWARE, State of Iowa.

Dated this 5TH day of JULY, 2002.

Jason P. Driscoll — Sign Here
Type name as signed JASON P. DRISCOLL

Kelly A. Driscoll — Sign Here
Type name as signed KELLY A. DRISCOLL

STATE OF IOWA)
)ss.
COUNTY OF LINN)

On this 5TH day of JULY, A.D. 2002, before me, a Notary Public in and for LINN County, State of Iowa, personally appeared JASON P. DRISCOLL and KELLY A. DRISCOLL, to me known to be the identical person S named in and who executed the foregoing instrument and acknowledged that THEY executed the same as THEIR voluntary act and deed.

(SEAL)

Acknowledging officer sign here

Travis J. Gavin
Type name as signed Travis J. Gavin
Notary Public in and for LINN County, Iowa

My Commission Expires: 05/22, 2005.

IA-2143-0700

INSTRUCTIONS: Each person who signed this Real Estate Mortgage must sign under 1 or 2 below. Sign under 1 if the property covered by this Real Estate Mortgage is **not** your homestead. Sign under 2 if the property covered by this Real Estate Mortgage **is** your homestead.

1. I certify that the property covered by this Real Estate Mortgage is not my homestead.

   Dated _____, ____

   _____

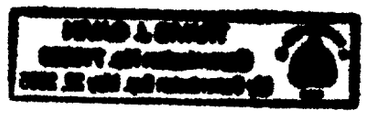
   _____

2. **I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this Real Estate Mortgage, I voluntarily give up my right to this protection for this property with respect to claims secured by this Real Estate Mortgage.**

   Dated 7-5-02, ____

   Kelly A. Quirk

   Jason P. Quirk



Addendum for legal description of Mortgage dated July 5, 2002, Jason P. Driscoll and Kelly A. Driscoll, mortgagors.

Lot One hundred eleven (111) of "Clair View Acres at Delhi, Iowa" in Section twenty-three (23) and twenty-six (26), Milo Township, Delaware County, Iowa, according to the plat recorded in Book 2000 Plats, Page 2564; same being a part of the Northwest Quarter of the Northeast Quarter of Section twenty-six (26), Township eighty-eight (88) North, Range five (5), West of the Fifth Principal Meridian (5th P.M.), Delaware county, Iowa, subject to easements of record. ALSO, Parcel T, being a part of Lot one hundred seventeen (117) and part of the Vine Avenue of Clair View Acres, being in Section twenty-six (26), Township eighty-eight (88) North, Range Five (5) West of the Fifth Principal Meridian (5th P.M.), Delaware County, Iowa, per plat recorded in Book 2000 Page 2564, subject to easements of record.

Jason P. Driscoll

Kelly A. Driscoll