ENR
Wells Fargo Fin.
1386 Twixt Town Rd
Marion IA
52302

DELAWARE COUNTY IOWA
FILED
2003 MY -9 AM 10:23
BOOK 2003 PAGE 1038
DEBORAH L. PEYTON
DELAWARE CO RECORDER
16.00

Instrument prepared by: Deb Meiers
Wells Fargo Financial Bank, 3201 North 4th Avenue, Sioux Falls, SD 57104, Telephone 605-336-3933.
Address Tax Statements: 2387 Jefferson Rd , Manchester , IA 52057

OPEN-END REAL ESTATE MORTGAGE

Cynthia L Sears
A Single Person , Mortgagors are indebted to Wells Fargo Financial Bank, Mortgagee under a Credit Card Account Agreement (hereinafter "Agreement") evidencing a loan made by said Mortgagee, pursuant to which a credit limit has been established in the amount of $ 13,500.00 , together with charges according to the terms of said Agreement. Said 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 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 Agreement and any other Credit Card Account 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 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 Agreement or other Credit Card Account Agreements according to the terms thereof, then these presents shall cease and be void.

In the event default shall exist hereunder or under said Agreement or other Credit Card Account 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/Deed of Trust, which is part of this Mortgage/Deed of Trust.

Situated in the County of Delaware , State of Iowa .

Dated this 18 day of April , 2003 .

Cynthia L. Sears NKla Cynthia L Mitchell ← Sign Here
Type name as signed Cynthia L Sears Nkla Cynthia L Mitchell

Bruce M. Mitchell ← Sign Here
Type name as signed Bruce M Mitchell

STATE OF Iowa)
)ss.
COUNTY OF Linn)

On this 18 day of April ,A.D. 2003 , before me, a Notary Public in and for Linn County, State of , personally appeared Cynthia L Sears Nka Cynthia L Mitchell and Bruce M Mitchell , to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Acknowledging officer sign here

Constance Sjostrom
Type name as signed CONSTANCE SJOSTROM
Notary Public in and for Linn County,

My Commission Expires: 1-15-2006

IA-2143NOWLINE-1000 (Also used by certain NE and SD branches)

CONSTANCE SJOSTROM
Commission No. 132979
My Commission Exp. 1-15-06

DSK-E11

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 4/18, 2003

   Bruce M. Mitchell

   Cynthia L. Mitchell

CONSTANCE SJOSTROM
Commission No. 132979
My Commission Exp.

Addendum for legal description of Mortgage dated April 18, 2003, Cynthia L. Mitchell and Bruce M. Mitchell, mortgagors.

That part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Ten (10), Township Eighty Eight (88) North, Range five (5), West of the Fifth Principal Meridian described as commencing at a point three hundred forty seven and nine one-hundredths (347.09) feet North of the Southwest corner of said Southeast Quarter (SE ¼) of the Southeast Quarter, (SE ¼), running thence North on the West line of said Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) an distance of nine hundred seventy four and ninety one one-hundredths (974.91) feet to the Northwest corner thereof, thence East a distance of fifty five (55.0) feet to the center of the highway as now traveled (sometimes called Bailey's Ford and Correction Line Road), thence Southeasterly along the center of said highway a distance of eight hundred thirty nine and eighty four one-hundredths (839.84) feet, thence South 57 degrees 35 minutes West a distance of three hundred eighteen and sixty two one-hundredths (318.62) feet to the point of beginning.