DELAWARE COUNTY IOWA
FILED
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BOOK 2002 PAGE 5069
DEBORAH L. PERON
DELAWARE CO. AUDITOR
30.00

Recording requested by and
when recorded return to:
2150 CABOT BLVD. WEST

ENV. (X)
LANGHORNE, PA 19047
ATTN: GROUP 9, INC.

This Mortgage prepared by:
KARLA PIERCE
(866)362-2935
WASHINGTON MUTUAL BANK, FA
20816 44TH AVE WEST, BLDG B
LYNNWOOD, WA 98036

Washington Mutual

EQUITY LINE OF CREDIT MORTGAGE

0657543567

THIS MORTGAGE (Security Instrument) is from:
PATRICK C. HEGGY & LIANE L. HEGGY, HUSBAND AND WIFE

2001-83

whose address is:
3285 BEECH CT GOLDEN , CO 80401
("Borrower"); in favor of:
Washington Mutual Bank, FA, a federal association, which is organized and existing under the laws of the United States of America, and whose address is 400 E. Main Street, Stockton, CA 95290 ("Beneficiary") and its successors or assigns.

1. **Granting Clause.** Borrower hereby grants, bargains, sells, conveys and mortgages to Lender and its successors and assignees, the real property in DELAWARE County, Iowa, described below, and all rights and interest in it Borrower ever gets:

LYING AND BEING LOCATED IN THE CITY OF MANCHESTER, COUNTY OF DELAWARE, STATE OF IOWA; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

LOT THREE HUNDRED SEVENTEEN (317), MANCHESTER, IOWA, ACCORDING TO PLAT RECORDED IN BOOK I, L.D., PAGE 284.

Tax Parcel Number: 000630-29-42-010-00 together with

all insurance and condemnation proceeds related to it; all income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property, all of which at the option of Lender may be considered to be either personal property or to be part of the real estate.

All of the property described above will be called the "Property". If any of the Property is subject to the Uniform Commercial Code, this Mortgage is also a Security Agreement which grants Lender, as secured party, a security interest in all such property.

2. **Obligation Secured.** This Mortgage is given to secure performance of each promise of Borrower contained herein or in a Home Equity Line of Credit Agreement with Lender with a maximum credit limit of $69,000.00 (the "Credit Agreement") including any extensions, renewals or modifications thereof, and repayment of all sums borrowed by Borrower under the Credit Agreement, with interest from the date of each advance until paid at the rates provided therein. The Credit Agreement provides for a variable rate of interest. Under the Credit Agreement, the Borrower may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above, and all such advances shall be secured by the lien of this Mortgage. This Mortgage also secures payment of certain fees and charges payable by Borrower under the Credit Agreement, certain fees and costs of Lender as provided in Section 9 of this Mortgage and repayment of money advanced by Lender to protect the Property or Lender's interest in the Property, including advances made pursuant to Section 6 below. The Credit Agreement provides that unless sooner repaid, the Debt is due and payable in full on 10/20/2033 (the "Maturity Date"). All of this money is called the "Debt". In addition to the Debt secured by this Mortgage, this Mortgage shall also secure and constitute a lien on the Property for all future advances made by Lender to Borrower for any purpose within 20 years after the date of this Mortgage, just as if the advance made by were made on the date of this Mortgage. Any future advance may be made in accordance with the terms of the Credit Agreement or at the option of Lender. The total amount of the indebtedness that may be secured by this in accordance with the terms of the Credit Agreement or Mortgage may increase or decrease from time to time but the total unpaid balance secured at any one time by this Mortgage shall not exceed two times the maximum credit limit that is set forth in Paragraph 2 of this Mortgage, together with accrued interest and all of Lender's costs, expenses and disbursements made under this Mortgage.

NOTICE: This mortgage secures credit in the amount of $69,000.00 . 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.

3. **Representations of Borrower.** Borrower represents that:

(a) Borrower is the owner of the Property, which is unencumbered except by: easements, reservations, and restrictions of record not inconsistent with the intended use of the Property and any existing first mortgage or mortgage given in good faith and for value, the existence of which has been disclosed in writing to Lender; and

(b) The Property is not used for any agricultural or farming purposes.

4. **Promises of Borrower.** Borrower promises:

(a) To keep the Property in good repair and not to remove, alter or demolish any of the improvements on the Property, without first obtaining Lender's written consent;

(b) To allow representatives of Lender to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the

Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To see to it that this Mortgage remains a valid lien on the Property superior to all liens except those described in Section 3(a); and

(f) To keep the improvements on the Property insured by a company satisfactory to Lender against fire and extended coverage perils, and against such other risks as Lender may reasonably require, in an amount equal to the full insurable value of the improvements, and to deliver evidence of such insurance coverage to Lender. Lender will be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Note or, at Lender's sole option, released to Borrower. In the event of foreclosure or sale of the Property all rights of the Borrower in insurance policies then in force shall pass to the purchaser.

5. **Sale, Transfer or Further Encumbrance of Property.** The loan is personal to Borrower, and the entire Debt shall be accelerated and become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Borrower including, without limit, further encumbrance of the Property. A sale or other transfer of the Property or any interest therein by Borrower without the full payment of the Debt shall constitute an event of default hereunder.

6. **Curing of Defaults.** If Borrower fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage or mortgage, Lender may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Borrower's failure to comply. Repayment to Lender of all the money spent by Lender on behalf of Borrower shall be secured by this Mortgage. The amount spent shall bear interest at the rates from time to time applicable under the Credit Agreement and be repayable by Borrower on demand. Although Lender may take action under this paragraph, Lender is not obligated to do so.

7. **Remedies For Default.**

(a) Prompt performance under this Mortgage is essential. If Borrower doesn't pay any installment of the Loan on time, or any other event occurs that entitles Lender to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement, Borrower will be in default and the real estate subject to this Mortgage is not the Borrower's homestead and the Credit Agreement is not a consumer credit debt, the Debt and any other money whose repayment is secured by this Mortgage shall immediately become due and payable in full, at the option of the Lender and the total amount owed by Borrower on the day repayment in full is demanded, including all unpaid interest, will thereafter bear interest at the rate specified in the Credit Agreement. Upon default, if the security for this note is the Borrower's homestead, the Borrower may have a right to cure the default within thirty (30) days from the date Lender gives a notice of right to cure or twenty (20) days if the security is not the Borrower's homestead but the Credit Agreement is a consumer credit debt. If the Lender has given a proper notice of right to cure with respect to a prior default which occurred within three hundred sixty-five days of the present default, Borrower does not have a right to cure the present default, and the Lender does not need to give Borrower a notice of right to cure with respect to the present default. If Borrower does not comply with the notice and does not cure the default within thirty (30) days of the date of the notice of right to cure if the security is the Borrower's homestead or twenty (20) days if the security is not the Borrower's homestead but the Credit Agreement is a consumer Credit debt, the Lender may declare the Debt and any other money whose repayment is secured by this Mortgage immediately due and payable in

full, at the option of the Lender, and the total amount owed by Borrower on the day repayment in full is demanded, including all unpaid interest, will thereafter bear interest at the rate specified in the Credit Agreement.

(b) Upon the occurrence of a default as set forth in Paragraph 7(a) above, Lender may institute an action to foreclose this Mortgage under Iowa law. Lender may seek any other remedies available to it under applicable Iowa law.

(c) The foreclosure of this Mortgage is not the exclusive remedy of Lender to collect the Debt. Lender may, upon the occurrence of a default, as set forth in Paragraph 7(a) above, institute any other remedies available to a creditor under Iowa law. In connection with any portion of the Property which is personal property, Lender shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the State of Iowa.

(d) By accepting payment of any sum secured by this Mortgage after its due date, Lender does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

8. **Notice and Opportunity to Cure Defaults.** As specified in Paragraph 7(a), if the real estate is the Borrower's homestead or the Credit Agreement is a consumer credit debt, and the Lender has not given a proper notice of right to cure with respect to a prior default which occurred within three hundred sixty-five days of the present default, Lender shall, at least thirty (30) days if the security is the Borrower's homestead or twenty (20) days if the security is not the Borrower's homestead but the Credit Agreement is a consumer credit debt, prior to declaring the entire Debt immediately due and payable in full and/or exercising any of the other remedies for default specified in Section 7(a), give to Borrower, by delivery to Borrower or by mailing to the Borrower's residence a notice of default specifying the nature of the default, the right to cure and in the case of a payment default, the sum of the payment in default and any applicable late charges. Borrower will have thirty (30) days if the security is the Borrower's homestead or twenty (20) days if the security is not the Borrower's homestead but the Credit Agreement is a consumer credit debt, from the postmarked date of such default notice to cure the default and during such period, Lender shall not declare the entire debt immediately due and payable in full and/or pursue any of the other remedies for default specified in Section 7(a). The above not withstanding, Borrower shall be entitled to only one such default notice in any three hundred sixty-five day period, and if subsequent defaults occur within that three hundred sixty-five day period, Lender may exercise its remedies for default immediately and without notice to Borrower.

9. **Condemnation; Eminent Domain.** In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the obligation secured by this Mortgage shall be paid to Lender to be applied to the obligation in the same manner as payments under the Credit Agreement.

10. **Fees and Costs.** Borrower shall pay Lender's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable attorney's fees, in any lawsuit or other proceeding to foreclose this Mortgage, in any lawsuit or proceeding which Lender is obligated to prosecute or defend to protect the lien of this Mortgage and, in any other action taken by Lender to collect the Debt, including without limitation any disposition of the Property under the Uniform Commercial Code; and, any action taken in bankruptcy proceedings as well as any appellate proceedings.

11. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay Lender a release fee, unless prohibited by law, and for all recordation costs of any satisfaction of this Mortgage.

12. **Payoff and Similar Statements**. Unless prohibited by law, Lender may collect a fee in the amount determined by Lender, for furnishing a payoff demand statement or similar statement.

13. **Miscellaneous**. This Mortgage shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors, and assigns of the parties hereto. The words used in this Mortgage referring to one person shall be read to refer to more than one person if two or more have signed this Mortgage or become responsible for doing the things this Mortgage requires. This Mortgage shall be governed by and construed in accordance with federal law and to the extent federal law does not apply, the laws of the State of Iowa. In the event of any action hereunder or related hereto, and subject to applicable law, Borrower hereby waives any right to a jury trial. If any provision of this Mortgage is determined to be invalid under law, that fact shall not invalidate any other provision of this Mortgage, but the Mortgage shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

☐ 14. **Joining in Execution**. If this box is checked, _____ joins in the execution and delivery of this Mortgage to induce Lender to make the loan and to create a valid, enforceable lien under Iowa homestead/dower rights law, _____ does not undertake any responsibility for payments of the note secured by this Mortgage or the performance of any warranties, terms, or conditions of the Mortgage.

☐ 15. **Homestead Waiver on Agricultural Land.** Each of the undersigned understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this Mortgage, the undersigned voluntarily give up his/her rights to this protection for this property with respect to claims based upon this Mortgage.

DATED at Denver, Colorado this 7th day of October, 2003.

BORROWER(S):

Liane L Heggy
LIANE L HEGGY

Patrick C Heggy
PATRICK C. HEGGY

Acknowledgment for Individual or Joint

STATE OF ~~IOWA~~ COLORADO, COUNTY OF DENVER, SS:

On this 14th day of October, 2003, before me, the undersigned notary public, personally appeared Patrick CHABEKOY and Liane L Hagey named in and who executed the foregoing instrument, and acknowledged that he/she/~~they~~ executed the same as his/her/their voluntary act and deed.

NOTARY PUBLIC JUDITH A. WORKMAN STATE OF COLORADO

Judith A. Workman

Judith A. Workman
Type/Print Name
Notary Public in and for Said State
My Commission expires 10-10-03

State marital status. If joint and married state husband and wife.