Wells Fargo Financial
800 Wesley Dr. Ste 122
Dubuque IA
52003

DELAWARE COUNTY IOWA
FILED
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BOOK 2001 PAGE 513
DEBORAH L. FRANCIS
DELAWARE COUNTY RECORDER
21.00

Instrument prepared by: Nancy Adrian
Wells Fargo Financial Bank, 3201 N. 4th Ave., Sioux Falls, SD 57104, Telephone 605-336-3933.
Return to: Wells Fargo Financial Bank, 3201 N. 4th Ave., Sioux Falls, SD 57104
Address Tax Statements: 20838 247TH ST, DELHI, IA 52223

2001 - 1082

OPEN-END REAL ESTATE MORTGAGE

James H Willey and Becky A Willey, Husband and wife, 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 $10,000.00, 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 $20,000.00 (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 addendum attached to this Mortgage/Deed of Trust, which description is part of the Mortgage/Deed of Trust.

Situated in the County of Delaware, State of IA.

Dated this 17 day of February, 2004.

? Sign Here

Type name as signed James H Willey

? Sign Here

Type name as signed Becky A Willey

STATE OF IOWA)
)ss.
COUNTY OF DUBUQUE)

On this 17 day of February, 2004, before me, a Notary Public in and for ____ County, State of personally appeared James H Willey and Becky A Willey, Husband and wife, to me known to be the identical person(s) 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.

Acknowledging officer sign here

Type name as signed Jennifer R. Engelhardt
Notary Public in and for DUBUQUE
County, IOWA

My Commission Expires: 3/24/06.

Jennifer R. Engelhardt
Notary Public - Iowa
Commission # 721546
My Commission Expires
March 24, 2006

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 thisproperty with respect to claims secured by this Real Estate Mortgage.**

   Dated _____ 2/17/04

Mortgage/Deed of Trust Addendum

Addendum for legal description of mortgage/deed of trust dated, February 17, 2004, James H Willey, Becky A Willey mortgagor(s):

Legal description:

Lot One (1) of Petlon's River Subdivision of part of the Southeast Quarter of the Southeast Quarter (SE ¼ -SE ¼) of Section 14, Township 88 North, Range 5 West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 43, together with all rights of Grantors in an easement for ingress and egress, in common with others now using the same, over and across the private driveway as presently located and established on the North side of the South line of the North Half of the Southwest Quarter (N ½-SW ¼) of Section 13, Township 88 North, Range 5 West of the Fifth Principal Meridian, Delaware County, Iowa, commencing at the public highway and extending Westerly a distance of 1550 feet, more or less.

_____ 2/17/04

Type Name(s) as Signed
James H Willey

Date

_____ 2/17/04

Type Name(s) as Signed
Becky A Willey

Date