Wells Fargo Financial
MAC
806 Wacker Drive, Ste 122
Dubuque, IA 52002

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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Instrument prepared by: STACY MADSEN
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: ROBERT E DUTRA JR AND MARY ANN DUTRA, HUSBAND AND WIFE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP
129 NORTHERN AVE-POBOX74, EARLVILLE, IA 52041

OPEN-END REAL ESTATE MORTGAGE

ROBERT E DUTRA JR AND MARY ANN DUTRA, HUSBAND AND WIFE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP,* 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 $ 11,000.00, 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.

DESCRIPTION OF MORTGAGED REAL ESTATE:

LOT ONE (1), BLOCK FOURTEEN (14), PITKIN'S ADDITION TO NOTTINGHAM, NOW INCORPORATED TOWN OF EARLVILLE, IOWA, ACCORDING TO PLAT RECORDED IN BOOK I.L.D., PAGE 456, DELAWARE COUNTY, IOWA.
PARCEL NUMBER; 000550000100600

*AND NOT AS TENANTS IN COMMON

Situated in the County of DELAWARE, State of IA.

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 $ 21,000.00 (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.

Dated this 8 day of SEPTEMBER, 2005.

Robert E Dutra Jr. ◀ Sign Here

Type name as signed ROBERT E DUTRA JR

Mary Ann Dutra ◀ Sign Here

Type name as signed MARY ANN DUTRA

STATE OF IOWA)
)ss.
COUNTY OF DUBUQUE)

On this 8 day of SEPTEMBER, 2005, before me, a Notary Public in and for DUBUQUE County, State of IOWA personally appeared ROBERT E DUTRA JR AND MARY ANN DUTRA, HUSBAND AND WIFE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP, 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.

Jeremy Shirk Notarial Seal - Iowa Commission No. 735100 My Commission Expires June 21, 2008

Sign here

Type name as signed JEREMY SHIRK
Notary Public in and for DUBUQUE
County, IOWA

My Commission Expires: JUNE 21, 2008.

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 9-8-05

   Robert E Dutra Jr.

   Mary Ann Dutra