

BK: 2008 PG: 2504
Recorded: 8/13/2008 at 8:40:31.0 AM
Fee Amount: \$22.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

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Instrument prepared by: KIM FONDER
Wells Fargo Financial Bank, 3201 N. 4th Ave., Sioux Falls, SD 57104, Telephone 605-338-3933.
~~Return to: Wells Fargo Financial Bank, 3201 N. 4th Ave., Sioux Falls, SD 57104~~
Address Tax Statements: Thomas A. Berry and Mary K. Berry, husband and wife, as joint tenants with full rights of survivorship
1818 PATRICIA ACRES, WINTERSET, IA 502730000

OPEN-END REAL ESTATE MORTGAGE

Apr: 3400 635 88 01700
Thomas A. Berry and Mary K. Berry, 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 \$ 32,000.00, 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:

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.

Legal on pg 4

WHEN RECORDED RETURN TO:
Equity Loan Services, Inc.
1100 Superior Ave., Ste. 200
Cleveland, OH 44114
National Recording - RELS P

Situated in the County of MADISON, 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 up to the amount of the credit limit. 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 23 day of JUNE, 2008

[Signature]

Sign Here

Type name as signed Thomas A. Berry

[Signature]

Sign Here

Type name as signed Mary K. Berry

STATE OF IA)
COUNTY OF Polk)ss.

On this 23 day of JUNE, 2008, before me, a Notary Public in and for Polk County, State of IA personally appeared Thomas A. Berry and Mary K. Berry, 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.

Acknowledging officer sign here

[Signature]
Type name as signed Brent Potter
Notary Public in and for Polk County, IA

My Commission Expires: 2/14/2009



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Dated this 23 day of JUNE, 2008

[Signature]
Type name as signed Thomas A. Berry

Sign Here

[Signature]
Type name as signed Mary K. Berry

Sign Here

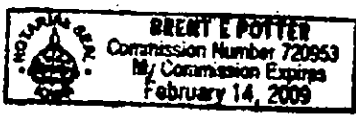
STATE OF IA)
COUNTY OF Polk)ss.

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Acknowledging officer sign here

[Signature]
Type name as signed Brent Potter
Notary Public in and for Polk County, IA

My Commission Expires: 2/14/2009



Mortgage/Deed of Trust Addendum

Addendum for legal description of mortgage/deed of trust dated, JUNE 23, 2008, Thomas A. Berry, Mary K. Berry mortgagor(s):

Legal description:

Lot 10 of Patricia Acres, Plat No. One (1), a subdivision of part of the Southeast Quarter (SE1/4) of Section Thirty-five (35), Township Seventy-Six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

38432605 BERRY
38432605 IA
FIRST AMERICAN ELS
OPEN END MORTGAGE
38432605 BERRY