

BK: 2008 PG: 2328
Recorded: 7/25/2008 at 8:55:18.0 AM
Fee Amount: \$22.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

CSA ✓

Instrument prepared by: DARLENE NAGEL
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: GREGORY CRISWELL AND TRISHA CRISWELL HUSBAND AND WIFE AS
JOINT TENANTS
1855 MCBRIDE RD. VAN METER, IA 50261 #38244228

Am: 400070300031000
OPEN END REAL ESTATE MORTGAGE
GREGORY CRISWELL AND TRISHA CRISWELL HUSBAND AND WIFE AS JOINT TENANTS, 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 \$ 20,000.00, 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: *See Attached Exhibit A*

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.

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

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 11 day of JULY, 2008

Gregory Criswell Sign Here
Type name as signed GREGORY CRISWELL

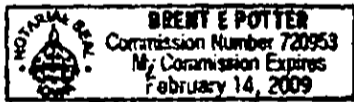
Trisha Criswell Sign Here
Type name as signed TRISHA CRISWELL

STATE OF IA)
COUNTY OF Polk)ss.

On this 11 day of JULY, 2008, before me, a Notary Public in and for Polk County, State of IA personally appeared GREGORY CRISWELL AND TRISHA CRISWELL HUSBAND AND WIFE AS JOINT TENANTS, 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 - *Brent Potter*
Type name as signed Brent Potter
Notary Public in and for Polk
County, IA

My Commission Expires: 2/14/2009



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 7.1.08 gc

Trisha Criswell / Trisha Criswell
Gregory Criswell / Gregory Criswell

ADDENDUM A
TO
MORTGAGE

Description of Property

Parcel "E" described as that part of Parcel (A) located in the Southwest Quarter (¼) of the Northwest Quarter (¼) and the Northwest Quarter (¼) of the Southwest Quarter (¼) of Section Three (3), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, described as follows:
Commencing at the Southwest corner of the Northwest Quarter (¼) of said Section Three (3); thence on an assumed bearing of South 89° 51'52" East along the South line of said Parcel "A" and the South line of the Southwest Quarter (¼) of the Northwest Quarter (¼) of said Section Three (3) a distance of 611.02 feet to the Point of Beginning; thence North 50° 53'47" West 79.27 feet; thence North 00° 00'00" West 980.79 feet to the North line of said Parcel "A"; thence South 88° 42'00" East along said North line a distance of 506.59 feet to the West line of said Parcel "A"; thence South 00° 00'00" East along said West line a distance of 1020.35 feet to the South line of the Southwest Quarter (¼) of the Northwest Quarter (¼) of said Section Three (3); thence South 00° 00'00" East 11.10 feet to the South line of said Parcel "A" and the centerline of a Madison County Highway; thence North 89° 45'16" West along said South line of centerline a distance of 349.47 feet; thence North 83° 38'04" West 96.07 feet to the South line of the Southwest Quarter (¼) of the Northwest Quarter (¼) of said Section Three (3) and the Point of Beginning. Said Tract contains 11.99 acres and is subject to Madison County Highway Easement over the southerly 0.31 acres thereof. NOTE: This property has been subdivided into Lot One (1) and Lot Two (2) Red Fox Ridge Estates by Plat recorded January 13, 2003 in Book 2003 at Page 197. EXCEPT that part now known as Lot Two (2) of Red Fox Ridge Estates, a subdivision of Parcel "E" of Parcel "A" located in the Southwest Quarter (¼) of the Northwest Quarter (¼) and the Northwest Quarter (¼) of the Southwest Quarter (¼) of Section Three (3), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa by way of Warranty Deed dated June 23, 2003 and recorded November 14, 2003 in Book 2003 at Page 6844.

38244228 CRISNELL 1A
FIRST AMERICAN ELS
OPEN END MORTGAGE

(4)