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FILED NO. 005600

REC \$ 10⁰⁰ COMPUTER
AUD \$ RECORDED
R.M.F. \$ 1⁰⁰ COMPARED

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2000 AUG 18 AM 10: 52

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA
 RETURN TO:

Instrument prepared by: ANDY MILLER, Wells Fargo Financial Iowa 3, Inc.,
4347-A MERLE HAY ROAD DES MOINES, IOWA 50310, 515-252-8610
Branch Address Branch Phone Number
Address Tax Statements: 809 E BENTON WINTERSSET, IOWA 50273-1323

REAL ESTATE MORTGAGE

TIMOTHY J. DAGGETT AND MICKI R. ASHBY, TWO SINGLE PERSON, AS JOINT TENANTS, Mortgageors
are indebted to Wells Fargo Financial Iowa 3, Inc., Mortgagee under a Revolving Loan Agreement dated 08/03, 2000,
evidencing a loan made by said Mortgagee, pursuant to which a credit limit has been established in the amount of \$ 8,000.00,
according to the terms of said Revolving Loan Agreement. Said Revolving Loan 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
Revolving Loan 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 Revolving Loan Agreement and any Revolving Loan
Agreements executed and delivered to Mortgagee by Mortgageors 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 Revolving Loan Agreement above described or renewal thereof, or both
such future loan and refinancing, the Mortgageors 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 Mortgageors well and truly pay and discharge said Revolving Loan
Agreement or Revolving Loan Agreements according to the terms thereof, then these presents shall cease and be void.

In the event default shall exist hereunder or under said Revolving Loan Agreement or Revolving Loan 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 Mortgageors 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 Mortgageors 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 Mortgageors or their successors in interest in the
foreclosure action, then the period of redemption after foreclosure shall be reduced to sixty (60) days.

~~Mortgageors 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 Mortgageors 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 Mortgageors 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. Mortgageors 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 Mortgageors 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 \$200,000 (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:

LOT TWENTY-TWO(22) IN BLOCK THREE(3) OF DANFORTH'S SECOND ADDITION TO
THE TOWN OF WINTERSSET, MADISON COUNTY, IOWA

situated in the County of MADISON, State of Iowa.

Dated this 3RD day of AUGUST, 2000. [Signature] Sign Here
Type name as signed TIMOTHY J. DAGGETT

[Signature] Sign Here
Type name as signed MICKI R. ASHBY

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 3RD day of AUGUST, A.D. 2000, before me, a Notary Public in and for POLK
County, State of Iowa, personally appeared TIMOTHY J. DAGGETT and MICKI R. ASHBY,
to me known to be the identical person S named in and who executed the foregoing instrument and acknowledged
that THEY executed the same as THEIR voluntary act and deed.

(SEAL)



Acknowledging
officer
sign here

[Signature]
Type name as signed LISA HEDRICK
Notary Public in and for POLK County, Iowa

My Commission Expires: APRIL 1, 2001.

REC \$
AUD \$
R.M.H

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 Aug 3, 2000

Micki Ashby
T. E. [Signature]