



RETURN TO:
 WELLS FARGO FINANCIAL
 PO BOX 93952
 DES MOINES, IA 50393

REC \$ 10
 AUD \$ _____
 R.M.F. \$ 1
5

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 BOOK 2004 PAGE 1356
 2004 MAR 30 AM 10:45

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>

MICKI UTSLER
 RECORDER
 MADISON COUNTY, IOWA

Instrument prepared by: BRAD JOHNSON, WFF
Wells Fargo Financial Iowa 3, Inc., 666 WALNUT
 Branch Address
DES MOINES IA 50309
5152430521
 Branch Phone Number
 Return to: Wells Fargo Financial Iowa 3, Inc.
666 WALNUT DES MOINES IA 50309
 Address Tax Statements: 402 S. JOHN WAYNE DR
WINTERSET IA 50273

REAL ESTATE MORTGAGE

ROD PODOLL AND LOIS
PODOLL, HUSBAND AND WIFE, JOINT TENANTS Mortgageors

are indebted to Wells Fargo Financial Iowa 3, Inc., Mortgagee on their Promissory Note of even date herewith in the amount of \$ 151,200.00 (Total of Payments) and evidencing a loan made by said Mortgagee. Said Note is payable 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 Note, 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, less any required refund or credit of finance charge.

NOW THEREFORE, in consideration of said loan and to further secure the payment of said note, 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 note according to the terms thereof, then these presents shall cease and be void.

In the event default shall exist hereunder or under said note, 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 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.

DESCRIPTION OF MORTGAGED REAL ESTATE:

~~LOTS ONE (1) AND TWO (2) IN BLOCK ONE (1) OF KELLISON AND KEELINGS ADDITION TO THE TOWN OF WINTERSET, MADISON COUNTY, IOWA.~~

situated in the County of MADISON, State of Iowa.

Dated this 25TH day of MARCH 2004

Rod Podoll Sign Here
Type name as signed ROD PODOLL

Lois Podoll Sign Here
Type name as signed LOIS PODOLL

STATE OF IOWA

COUNTY OF POLK

} SS.

On this 25TH day of MARCH, before me, a Notary Public in and for POLK County, State of Iowa, personally appeared ROD PODOLL and LOIS PODOLL, 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 their voluntary act and deed.



Acknowledging officer sign here

Andy Jepson
Type name as signed ANDY JEPSON
Notary Public in and for POLK County, Iowa

My Commission Expires: 6/13/05

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 3.25.04

Lois Podoll
Rod Podoll