



REC \$ 15⁰⁰
 AUD \$ 1⁰⁰
 R.M.F. \$ 1⁰⁰

FILED NO. 005863
 BOOK 2002 PAGE 5863
 2002 DEC -2 PM 1:40

COMPUTER
 RECORDED
 COMPARED

MICKI UTSLER
 RECORDER
 MADISON COUNTY, IOWA

Instrument prepared by: Deb Meiers
 Wells Fargo Financial Bank, 3201 North 4th Avenue, Sioux Falls, SD 57104, Telephone 605-336-3933.
 Address Tax Statements: 2117 Warren Ave, Saint Charles, IA 50240

OPEN-END REAL ESTATE MORTGAGE

Mark A Tomlinson And Sandra A Tomlinson
H/W As J/T, 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 \$ 10,000.00, 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.

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 \$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:

The description of the property is on a separate form attached to this Mortgage/Deed of Trust, which is part of this Mortgage/Deed of Trust.

Situated in the County of Madison, State of Iowa

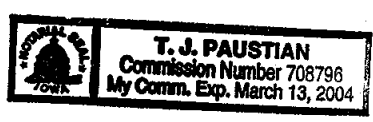
Dated this 21 day of November, 2002

Mark A Tomlinson ←
 Type name as signed Mark A Tomlinson

Sandra A Tomlinson ←
 Type name as signed Sandra A Tomlinson

STATE OF IOWA)
) ss.
 COUNTY OF POLK)

On this 21st day of NOVEMBER, A.D. 2002, before me, a Notary Public in and for POLK County, State of IOWA, personally appeared Mark A Tomlinson and Sandra A Tomlinson H/W As J/T, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Acknowledging officer sign here

+ T.J. PAUSTIAN
 Type name as signed T. J. PAUSTIAN
 Notary Public in and for POLK County,

My Commission Expires: 3/13/04

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 11-21-02 _____

Mark A. Tomlinson
Sandra A. Tomlinson

Addendum for Legal Description of Mortgage Dated November 21, 2002, Mark A. Tomlinson and Sandra A. Tomlinson, husband and wife, as joint tenants, as mortgagors.

A tract of land commencing at the Northeast Corner of Section Thirty-six (36), in Township Seventy-six (76) North, Range Twenty-six (26) West of the Fifth Principal Meridian, Madison County, Iowa, thence South 00 degrees 00 minutes 00 seconds East along the East line of said Section Thirty-six (36), 2150.42 feet to the point of beginning, thence South 90 degrees 00 minutes 00 seconds West, 414.0 feet to a point, thence South 00 degrees 00 minutes 00 seconds East 210.43 feet to a point, thence South 90 degrees 00 minutes 00 seconds East, 414.0 feet to a point on the East line of said Section Thirty-six (36), thence North 00 degrees 00 minutes 00 seconds West along said East line, 210.43 feet to the point of beginning said Parcel containing 2.0 acres more or less subject to existing road right of way and easements thereon, if any.

Subject to all building restrictions and easements of record.

AND

Commencing at the Northeast Corner of Section 36, Township 76 North, Range 26 West of the Fifth Principal Meridian, Madison County, Iowa; thence South 00 degrees 00 minutes 00 seconds 2,360.85 feet along the section line to the point of beginning. Thence continuing South 00 degrees 00 minutes 00 seconds 100.00 feet, thence North 64 degrees 12 minutes 54 seconds West 229.89 feet; thence North 90 degrees 00 minutes 00 seconds East 207.00 feet to the point of beginning. Said parcel contains 0.238 acres.

AND

Commencing at the East Quarter Corner of Section 36, Township 76 North, Range 26 West of the Fifth Principal Meridian, Madison County, Iowa; thence along the East line of the Northeast Quarter of said Section 36, North 00 degrees 00 minutes 00 seconds, 206.37 feet; thence North 64 degrees 12 minutes 54 seconds West, 459.78 feet to the point of beginning. Thence North 00 degrees 00 minutes 00 seconds, 426.08 feet; thence North 90 degrees 00 minutes 00 seconds West, 122.68 feet; thence South 00 degrees 00 minutes 00 seconds, 426.08 feet; thence South 90 degrees 00 minutes 00 seconds East, 122.68 feet to the point of beginning. Said parcel of land contains 1.200 acres.

LESS AND EXCEPT

Commencing at the Northeast Corner of Section 36, Township 76 North, Range 26 West of the Fifth Principal Meridian, Madison County, Iowa; thence South 00 degrees 00 minutes 00 seconds 2,360.85 feet along the section line thence continuing South 90 degrees 00 minutes 00 seconds West, 207.00 feet to the point of beginning. Thence North 64 degrees 12 minutes 54 seconds West 229.89 feet; thence South 00 degrees 00 minutes 00 seconds 100.00 feet; thence North 90 degrees 00 minutes 00 seconds East 207.00 feet to the point of beginning. Said parcel contains 0.238 acres.