

MICHELLE "MICKI" UTSLER, COUNTY RECORDER  
MADISON IOWA

COMPUTER	✓
RECORDED	✓
COMPARED	✓

Instrument prepared by: WELLS FARGO FINANCIAL IOWA 3, INC.  
Wells Fargo Financial Iowa 1, Inc., 4150 WESTOWN PKWY, 101

Branch Address

WEST DES MOINES IA 50266

(515)223-0054

Branch Phone Number

Return to: Wells Fargo Financial IA 3, INC.

4150 WESTOWN PKWY, 101 WEST DES MOINES IA 50266

Address Tax Statements: ROBERT T. MILLER

2353 132ND CT VAN METER IA 50261

**REAL ESTATE MORTGAGE**

ROBERT T. MILLER AND SHANNON M. MCCLINTOCK NKA SHANNON M. MILLER

HUSBAND AND WIFE AS JOINT TENANTS

Mortgagors are indebted to Wells Fargo Financial Iowa 1, Inc., Mortgagee on their Promissory Note of even date herewith in the amount of \$ 39,960.00 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 as defined in Section 5.109 of the Iowa Consumer Credit Code, and subject to Sections 5.110 and 5.111 of said Code, shall, at the option of the holder thereof and without notice or demand unless required by law, render the entire 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 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 note 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 FORM ATTACHED TO THIS MORTGAGE/DEED OF TRUST, WHICH DESCRIPTION IS PART OF THIS MORTGAGE/DEED OF TRUST.

situated in the County of MADISON, State of Iowa.

In the event default as defined in Section 5.109 of the Iowa Consumer Credit Code 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, and subject to Sections 5.110 and 5.111 of said Code, 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 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 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.

Dated this 16TH day of June 2005

**NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.**

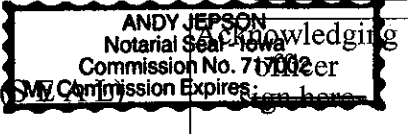
[Signature] ◀ Sign Here  
Type name as signed ROBERT T. MILLER

Shannon M. McClintock NKA Shannon M. Miller ◀ Sign Here  
Type name as signed SHANNON M. MCCLINTOCK NKA SHANNON M. MILLER

STATE OF IOWA )  
 ) SS.  
COUNTY OF POLK )

On this 16<sup>TH</sup> day of JUNE, before me, a Notary Public in and for POLK County, State of Iowa, personally appeared ROBERT T MILLER and SHANNON M MCCLINTOCK NKA SHANNON M MILLER to me known to be the identical person 5 named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Account No.



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

My Commission Expires: 6/13/08

**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 6/16/05  
[Signature]  
Shannon M. McClintock NKA Shannon M. Miller

## Mortgage/Deed of Trust Addendum

Addendum for legal description of Mortgage/Deed of Trust dated JUNE 16, 2005,  
ROBERT T. MILLER AND SHANNON M. MCCLINTOCK NKA SHANNON M.  
MILLER, mortgagor(s)/trustor(s).

Legal description:

Lot Thirteen (13) of Prairie Ridge Estates located in the Northeast Quarter (1/4) of Section Twenty (20), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the Fifth Principal Meridian, Madison County, Iowa, together with the undivided percentage interest in the general common elements set forth in the Declaration of Association for Prairie Ridge Estate Association filed in Book 2002, Page 2126 of the Madison County Recorder's Office.



ROBERT T. MILLER

Date 6/16/05



SHANNON M. MCCLINTOCK NKA SHANNON M. MILLER

Date 6/16/05