

Document 2005 3485

Book 2005 Page 3485 Type 04 001 Pages 9 Date 7/25/2005 Time 1:49 PM Rec Amt \$47.00

MICHELLE "MICKI" UTSLER, COUNTY RECORDER MADISON IOWA

| State of I | owa Space Above This Line For Recording Data |
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| Prepared By: Wells Fargo E Wells Fargo E 526 Chapel Hi | Bank N.A. Equity Direct |
| Jennifer Fowl 1-866-452-391 Return To: Wells Fargo E Consumer Loar P.O. Box 3155 Billings, MT Loan # 650894 Loan # 650894 | .3 Bank N.A. n Servicing 57 59107 |
| | and their addresses are as follows: OR: |
| 3102 LIN | COLN AVE., DES MOINES, IA 50310 |
| | ted, refer to the attached Addendum incorporated herein, for additional Mortgagors, their res and acknowledgments. The Addendum is located on page |
| LENDER: \ | Wells Fargo Bank N.A. |
| 2. CONVEYAN acknowledged this Security following des | Manual Montgomery Street San Francisco, CA 94104 ICE. For good and valuable consideration, the receipt and sufficiency of which is and to secure the Secured Debt (defined below) and Mortgagor's performance under Instrument, Mortgagor grants, bargains, warrants, conveys and mortgages to Lender the scribed property: (If the legal description of the property is not on page one of this ament, it is located on page) The Rider |
| 3209 ST. (Iowa 50240 (ZIP Together with water and ristructures, fix | CHARLES RD (County) CHARLES RD (City) Code) Code |
| IOWA - HOME EQUI | 20051951612020 TY LINE OF CREDIT MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE) 1 (page 1 of 5) |
| C465(IA) (0502).01 | VMP Mortgage Solutions, Inc. (800)521-7291 |

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 158,000.00 . 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.

- MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed the amount stated above. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:
 - A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).) 7/14/2015

 One Hundred Fifty Eight Thousand And 0/100

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced or such future advances or future obligations are incurred for any purpose that was related or unrelated to the purpose of the Security Instrument. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security

5. MORTGAGE COVENANTS. Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property. materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

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Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

- WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, warrant, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 8. DEFAULT. Mortgagor will be in default if any of the following occur:

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by the Borrower or Mortgagor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

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- 9. REMEDIES ON DEFAULT. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.
 - At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter.
 - The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.
- 10. REDEMPTION. Mortgagor agrees that in the event of foreclosure of this Mortgage, at the sole discretion of Lender, Lender may elect to reduce the period of redemption for the sale of the Property to a period of time as may then be authorized under the circumstances and under any section of Iowa Code Chapter 628, or any other lowa Code section, now in effect or as may be in effect at the time of
- 11. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
- 12. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 13. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 14. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and

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- 15. SEVERABILITY; INTERPRETATION. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this
- 16. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all
- 17. WAIVERS. Except to the extent prohibited by law, Mortgagor waives any rights relating to reinstatement, the marshalling of liens and assets, all rights of dower and distributive share and all homestead exemption rights relating to the Property.
- 18. LINE OF CREDIT. The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

 19. APPLICABLE LAW. This Security Instrument is governed by the laws as agreed to in the Secured
- Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
- 20. RIDERS. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]

| | Ш | Assignment o | of Leases and | Rents LX Oth | er Home Eq | uity Line F | lider . | |
|-----|---|-----------------|---------------|--------------|----------------|---------------|----------------|-------------|
| 21. | | PURCHASE | MONEY M | ORTGAGE. T | his is a purch | nase money mo | rtgage as defi | ned by Iowa |
| | | law. | | | | | | |
| 22. | | ADDITIONA | AL TERMS. | | | | | |
| | | | | | | | | |

NOTICE TO CONSUMER
(For purposes of this Notice, "You" means Mortgagor)

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. 4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

-/6-05 (Signature) (Date) (Signature) SCOTT H. VOWELL

ACKNOWLEDGMENT:

| | STATE OF IA' | 1 |
|--------------|---|--|
| (Individual) | COUNTY OF Madison | } ss. |
| | COUNTY OF Madison On this /b day of July 2005 Iowa, personally appeared SCOTT H. VOWELL | before me, a Notary Public in the state of |
| | Iowa, personally appeared SCOTT H. VOWELL | * |
| | to me known to be the person(s) named in and | who executed the foregoing instrument, and |
| | acknowledged that | |

executed the same as

MARK 3. /My/commission expires:

Commission Number 14/619 voluntary act and deed. My Comm. Exp. __ | Co O Sea

Sign and-date the-following-statement-if-this-contract-affects-agricultural-land-as-defined-in-lowa-Gode-§ 9H.1. (In the following statement "I" means the Mortgagor.)

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 contract, I voluntarily give up my rights to this protection for this property with respect to claims based upon this contract.

| Cidino basea apon tins com | - ucu | | |
|----------------------------|--------|-------------|--------|
| Dat Low | 7-16-0 | 5 | |
| (Signature) | (Date) | (Signature) | (Date) |
| SCOTT H. VOWELL | | | |

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Experis 01994 Bankers Systems, Inc., St. Cloud, MN Form OCP-REMTG-IA 1/21/2005 C465(IA) (0502).01

| | | · · | | Equity Line Rider |
|-----------------------|--|--|--|--|
| (Oper | n end credit with | fixed rate | x variable rate | interest) |
| to the | Home Equity Access Le Mortgage or Deed T. VOWELL, | | | and is an amendment e given by the undersigned, |
| ("Bori | rower") to secure Bor | ower's Equity Line | Agreement with Well: | s Fargo Bank, N.A. |
| | der") of the same day | covering the proper | ty described in the Mo | ortgage and located at: |
| ST. | CHARLES | , IA | | 50240 . |
| | dition to the covenant nant and agree as folk | | nade in the Mortgage, | Borrower and Lender further |
| | The word "Note," as u EquityLine (R) Accoun | | e and this Rider, refers | to the |
| L 0 v 8 8 | 2. The Note evidences an open end revolving line of credit agreement between Borrower and Lender. The amount stated in the Mortgage as the principal sum of the indebtedness is the credit limit for the line of credit. All advances made at any time by Lender in accordance with the terms of the Note are obligatory and all such advance, and all interest on the advances, shall be secured by the Mortgage. However, at no time shall the principal amount of the indebtedness secured by the Mortgage, not including sums advanced in accordance with the Mortgage to protect the security of the Mortgage, exceed the stated credit limit for the line of credit. | | | |
| 3. 7 | The Note provides for: | | | |
| | corresponds to an a variable rate of leap year) of an a periodic rate may "Money Rate" tab 0.01712329 6.25 %. The and never less Rate on my Line opublished in the V | annual percentage interest expressed a nnual rate of 0.000 increase if the higher (the Index Rate") %, which correspannual percentage rethan 3.49 %. Tof Credit will be adjuvall Street Journal (1 | is a daily periodic rate of the state of the | %. equal to 1/365 (1/366 in the "Index Rate". The daily d in the Wall Street Journal daily periodic rate is ual percentage rate of than 12 % dic FINANCE CHARGE lex Rate change as |
| LOAN INDE | IS AND ADVANCES | JP TO THIS AMOU | IN THE AMOUNT OF NT, TOGETHER WITH JNDER SUBSEQUENT | \$ 158,000.00 . INTEREST, ARE SENIOR TO LY RECORDED OR FILED Date |

SCOTT H. VOWELL

NOTICE OF RIGHT TO CANCEL Purchase Lines of Credit

REFERENCE #: 20051951612020 **ACCOUNT** #: 65089407970001

- You may have the right to rescind this transaction if:
 - You have record title interest in the property being pledged as collateral and you use this property as your primary residence.
 - You live in a state that grants you certain rights as to community property, homestead, curtsey, dower, civil union, life estate, etc., and you use the pledged property as your primary residence.

If one of these conditions apply to you, please complete and sign this form.

• If you wish to cancel your transaction, please call us at 1-866-452-3913 expiration of the "Right to Cancel" period.

prior to the

1. YOUR RIGHT TO CANCEL

We have established an open-ended credit account for you, and we have agreed to make purchase-money advances to you under the account to help you finance the purchase of your home. You have given us a security interest in your home as security for the account, including the purchase-money advances we have agreed to make to you.

Purchase Money Funds

You may not cancel any part of this transaction used to purchase your home.

Non-Purchase Money Funds

You have a legal right under Federal Law to cancel any part of this transaction used for purposes other than to purchase your home and to cancel the right to receive additional non-purchase money advances from the account (purchase funds repaid and then re-advanced to you) without cost as to that part of the transaction, within three business days from whichever of the three (3) events listed below occurs last:

- (1) the opening date of your account, which was 7/28/2005; or
- (2) the date you received your Truth in Lending disclosures; or
- (3) the date you received this notice of your right to cancel.

If you cancel the right to receive non-purchase money advances from the account, your cancellation will not apply to the purchase-money advances we have already agreed to make to help you finance the purchase of your home, or our security interest in your home for those advances. Within 20 days of receiving your cancellation notice, we must take the necessary steps to reflect the fact that the security interest for additional non-purchase money advances in your home has been cancelled.

We must return to you any money or property you have given to us or to anyone else in connection with any such non-purchase money advances. You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

2. HOW TO CANCEL

If you decide to cancel your right to receive non-purchase money advances on the account, you may do so by notifying us, in writing, at

Wells Fargo Bank, N.A. Wells Fargo Equity Direct 526 Chapel Hills Drive Colorado Springs, CO 80920

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice no matter how you notify us because it contains important information about your rights.

| If you cancel by | mail or telegram, you must send |
|--------------------|---------------------------------------|
| the notice no late | er than midnight of |
| 8/1/2005 | (or midnight of the third |
| business day foll | lowing the latest of the three events |
| listed above). If | you send or deliver your written |
| notice to cancel: | some other way, it must be |
| delivered to the | above address no later than that |
| time. | |

| I WISH TO CANCEL | | |
|------------------|----------|--|
| | | |
| | | |
| - | <u>-</u> | |
| Date | | |

ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge receipt of TWO copies of the foregoing Notice of Right to Cancel.

SCOTTH VOWELL

7-/(g-05

EXHIBIT "A"

Parcel "A", being a part of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 14; and part of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 23, all in Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa, containing 10.00 acres, as shown in Plat of Survey filed in book 2001, Page 3292 on July 27, 2001, in the Office of the Recorder of Madison County, Iowa