Document 2006 5327

Book 2006 Page 5327 Type 06 009 Pages 3 Date 12/27/2006 Time 12:20 PM

Rec Amt \$17.00

MICHELLE UTSLER: COUNTY RECORDER MADISON IOWA

> COMPUTER. RECORDEU. CO...PARED.

When recorded return to: Wells Fargo Services Company PO Box 31557 Billings, MT 59107

AFFIDAVIT

Loan # 65023811431xxxkb

PID# n/a

The undersigned, on behalf of Wells Fargo Bank, N.A., whose address is 2324 Overland Ave Billings MT 59102 ("Bank"), being first duly sworn, hereby attests as follows:

That Bank claims as interest in the following described property:

Lot 35 in Clearview Estates Plat 2, an Official Plat in the City of Earlham, Madison County, Iowa.

That such an interest is claimed by virtue of a certain mortgage or deed of trust ("the Security Instrument") given by WILLIAM D HARGER AND CARLA A HARGER, Wife and Husband ("Mortgagor <<s>>"), having an address of 715 NE 4TH, EARLHAM, IA 50072-0000 for the benefit of Bank, dated 07/03/2006, and securing a line of credit in the amount of \$42,580.00; and

That Mortgagor <<s>> signed and delivered to Bank, as an integral part of the Security Instrument, a certain Rider to that Security Instrument; and

That Bank caused said Security Instrument to be recorded in the MADISON County recorder's office in Book 2006, Page 2799 as document no. 20062799; however, the Rider inadvertently was not included with security Instrument for recording. The executed original of the Rider is attached to this Affidavit. Bank is filing this Affidavit to provide notice to the World of its interest pursuant to the terms and provisions of the Rider to said Security Instrument; and

That all notices or claims relating hereto may be given to Bank at

Wells Fargo Bank 2324 Overland Ave Billings MT 59102.

Denise Harris, being duly sworn on oath says that she is a VP Loan Documentation Officer of Wells Fargo Bank, N.A.; that s/he has actual personal knowledge of the facts stated in this Affidavit; and that all statements in this Affidavit are true to the best of her/his knowledge.

Date: 12/15/2006

Wells Fargo Bank, N.A.

Denise Harris, VP Loan Documentation Officer

STATE OF MONTANA/COUNTY OF YELLOWSTONE \ss.

The foregoing instrument was acknowledged before me on 12/15/2006, by Denise Harris, VP Loan Documentation Officer of Wells Fargo Bank, N.A., an association under the laws of the United States of America, on behalf of the association.

Debbie Banderas

Notary Public for the State of Montana

Residing at: Billings, MT

My Commission expires: 09-20-2010

Prepared by: Debbie Banderas Wells Fargo Services Company

PO Box 31557 Billings, MT 59107 Phone: 406-655-6781

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HOME ASSET MANAGEMENTSM ACCOUNT RIDER TO SECURITY INSTRUMENT

Reference Number: 20061434900239

THIS HOME ASSET MANAGEMENTSM ACCOUNT RIDER is made on **07-03-2006**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **07-03-2006**, given by the undersigned (individually and collectively referred to as the "Borrower") to secure Borrower's Debt Instrument to Wells Fargo Bank, N.A. (the "Lender") dated **07-03-2006**, and covering the property described in the Security Instrument (the "Property") and located at:

715 NE 4TH, EARLHAM, IOWA 50072-0000 [Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- 1. The loan agreement referenced in the definition of "Debt Instrument" in the Security Instrument means the EquityLine with FlexAbility® Agreement and Disclosure Statement dated 07-03-2006, together with any amendments thereto, including the Home Asset ManagementSM Account Addendum dated 07-03-2006.
- 2. In accordance with the terms of the Debt Instrument, Lender may in its sole discretion offer to increase Borrower's credit limit periodically, subject to the satisfaction of certain qualifying conditions. These conditions include, among other things, Borrower's maintenance of a first mortgage loan on the Property with Wells Fargo Bank, N.A. Any such increase in Borrower's credit limit shall increase the maximum principal sum secured by the Security Instrument. Borrower agrees that any future advances made under any credit limit increases shall have the same lien priority as if the future advances were made as of the date of the Security Instrument.
- 3. Despite any language to the contrary in the Security Instrument, Borrower covenants that the Property is unencumbered, except for a first lien purchase money or refinance of purchase money encumbrance given to Wells Fargo Bank, N.A.

By signing below, Borrower accepts and agrees to the terms and provisions contained in this Home Asset ManagementSM Account Rider.

Will P. Nonge	(Seal)	7-3-06
BORROWER WILLIAM D HARGER		DATE SIGNED
CARLA A HARLAGIC	(Seal)	7.3-06
BORROWER CARLA A HARGER	1	DATE SIGNED
	(Seal)	
BORROWER		DATE SIGNED
	(Seal)	
BORROWER		DATE SIGNED

	2 4	· (Seal)	
BORROWER			DATE SIGNED
		(Seal)	
BORROWER			DATE SIGNED
		(Seal)	
BORROWER		•	DATE SIGNED
	1 4	(Seal)	
BORROWER		· 1001	DATE SIGNED

CLOSING AGENT: ATTACH THIS RIDER TO THE SECURITY INSTRUMENT FOR RECORDING