DELAWARE COUNTY IOWA
FILED
2004 OCT 20 PM 12:19
BOOK 2004 PAGE 3942
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
10.00

THIS INSTRUMENT PREPARED BY:
Kimberly Medeiros PTX 137
6400 Legacy Drive, Plano, TX 75024
800-729-6771 / 6762

EMS
(X) When recorded mail to:
LSI - North Recording Division
5029 Dudley Blvd #E
McClellan, CA 95652
(800) 964-3524 Option 3, Uninsured

98 2632

MODIFICATION AGREEMENT TO NOTE AND MORTGAGE

LOAN NUMBER: 25561489
MIN: 1000157-0003025361-7

ASSESSOR PARCEL NUMBER: 530-00-01-022-30
MERS Phone: 1-888-679-6377

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

This Modification Agreement (the "Agreement") is made as of **August 26, 2004**, between **MARVIN H OLSEM and BETTY L OLSEM** (the "Borrowers") and Countrywide Home Loans, Inc., ("Lender"), Mortgage Electronic Registration Systems, Inc., ("Mortgagee"), and amends and supplements that certain **Note** and that certain **Mortgage** dated **October 10, 2003,** and granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint Michigan 48501-2026, and filed for record October 30, 2003, Book **2003,** Page **5188,** in **Delaware** County, State of **Iowa** (the "Security Instrument"), and covering the real property with a common street address of: **611 9TH STREET NW, DYERSVILLE, IOWA 52040,** but more specifically described as follows:

Lot Four (4) of Sunset Heights No. 4, Dyersville, Delaware County, Iowa, according to plat recorded in Book 2003, Page 4690. One (1), Block Two (2) in Sunsets Heights No. 1 in the City of Dyersville, Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 90.

1. The terms of the Note and Security Instrument are hereby amended and modified as follows:
   - [ ] a. the principal amount that Borrower promises to repay under the terms of the Note and that is secured by the Security Instrument is hereby changed to:
   - [x] b. commencing on **September 1, 2004,** the interest on my Note shall be **5.000** percent per annum.
   - [x] c. commencing on **October 1, 2004**, my regular monthly principal and interest payment under the Note all be **$892.47.**
   - [ ] d. the Construction Completion Date is: July 10, 2004.
   - [x] e. the new Promissory Note Maturity Date is: **September 1, 2034.**
   - [ ] f. the new first Interest Rate Change Date on the adjustable loan is: November 1, 2004.
2. Borrowers consents to Lender attaching this Agreement to the Note itself.
3. All other terms and conditions of the Loan Documents shall remain unchanged and in full force and effect. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

See Page Two for Borrower(s) Acknowledgement.

LOAN NUMBER: 25561489
MIN: 1000157-0003025361-7

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MERS Phone: 1-888-679-6377

(Continued)

MODIFICATION TO NOTE AND MORTGAGE

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

BORROWERS

Marvin H Olsem
MARVIN H OLSEM

Betty L Olsem
BETTY L OLSEM

Notary Acknowledgement for Borrowers
State of ✓ Iowa
County of ✓ Dubuque
On ✓ Sept. 24, 2004, before me, the undersigned Notary Public, personally appeared MARVIN H OLSEM and BETTY L OLSEM, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the individuals, or the entity upon behalf of which the individuals acted, executed the instrument.
WITNESS MY HAND AND OFFICIAL SEAL

DEBRA S. AMENT
Commission Number 181326
My Commission Expires 9/25/04

(NOTARY SEAL/STAMP) ✓

DEBRA S. AMENT
Commission Number 181326
My Commission Expires 9/25/04

Notary Signature ✓ Debra S. Ament
Debra S. Ament
My Commission Expires ✓ 9/25/04

PLEASE DO NOT WRITE BELOW – COUNTRYWIDE ONLY

Notary Acknowledgement for Lender and Mortgagee

State of Texas
County of Collin

Countrywide ~~Home Loans~~, Inc., and
Mortgage Electronic Registration Systems, Inc.

Lawrence M Brown, Vice President

On September 28, 2004, before me, the undersigned Notary Public, personally appeared Lawrence M Brown, Vice President, Countrywide Home Loans, Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS MY HAND AND OFFICIAL SEAL

Notary Public Kimberly A. Medeiros
Kimberly A. Medeiros

KIMBERLY A. MEDEIROS
Notary Public, State of Texas
My Commission Expires
August 24, 2008