Book 2007 Page 722
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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

___State of Iowa_____{Space Above This Line For Recording Data}_____

Prepared By: (name, address and telephone number)
Wells Fargo Bank, N.A.
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Parcel Identification #: **690000107820**

Account No: **650-650-4114161-1998** Reference No: **20070067500005**

MODIFICATION TO HOME EQUITY LINE OF CREDIT AGREEMENT AND OPEN-END MORTGAGE

This Modification Agreement (this "Agreement") is made this **16TH DAY OF FEBRUARY, 2007**, between **Wells Fargo Bank, N.A.** (the "Lender") and
THOMAS K. OLESON AND MARGIE A. OLESON, HUSBAND AND WIFE, AS JOINT TENANTS, WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON

(individually and collectively, the "Borrower").

Borrower has entered into a home equity line of credit agreement (the "Line of Credit Agreement") with the Lender, dated **December 13, 2006**, in the original maximum principal amount of **$ 25,500.00**. The Line of Credit Agreement is secured by a mortgage granted by Borrower in favor of Lender and dated the same date as the Line of Credit Agreement (together with any renewals, extensions, and modifications to it made prior to the date of this Agreement), which is recorded in Book/Roll **2006** at page(s) **4423** of the **County** of **DELAWARE** County, State of **IOWA** as document No. **20064423** (the "Security Instrument"), and covering real property located at
430 EAST MAIN STREET, RYAN, IOWA 52330

(the "Property") and described as follows:

LOT TWO (2) OF GAFFNEY SUBDIVISION OF THE SOUTH 476 FEET OF BLOCK FOUR (4), CITY OF RYAN, DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 7, PLATS, PAGE 60.

The Borrower has requested and the Lender has agreed to modify certain terms of the Line of Credit Agreement and the Security Instrument as set forth below. All terms not defined in this Agreement shall have the same meanings as set forth in the Line of Credit Agreement.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Change in Credit Limit. The Lender and the Borrower agree that the credit limit under the Line of Credit Agreement is hereby increased to $34,000.00 and that the lien of the Security Instrument shall secure the line of credit up to that amount as it is advanced and outstanding from time to time.

Each reference in the Security Instrument to the maximum amount of the line of credit is hereby amended to the extent necessary to reflect the modified credit limit.

The Borrower hereby agrees to pay to the Lender the following fees related to this Agreement:

N/A

*This amount is an estimate. The actual recording/filing fee is shown on the HUD Settlement Statement that is attached to and incorporated into this Agreement.

Except as amended by this Agreement, all terms and conditions of the Line of Credit Agreement and the Security Instrument (including any previous modifications) shall remain in full force and effect, and this Agreement shall not affect the Lender's security interest in, or lien priority on, the Property. The Borrower agrees to be bound by and to perform all of the covenants and agreements in the Line of Credit Agreement and the Security Instrument at the time and in the manner therein provided.

This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

By signing this Agreement, the Borrower represents and warrants to the Lender that the Borrower has no counterclaims, set-offs or defenses to the Bank's rights under the Line of Credit Agreement or the Security Instrument.

The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Agreement, and the recording thereof, including any mortgage registry tax that may be due.

This Agreement does not increase or extend any revolving credit insurance Borrower purchased in connection with the line of credit. Credit insurance means credit life, credit accident and health and/or credit disability insurance.

Co-Trustor/Co-Mortgagor Liability. As to any Borrower who signed the Security Instrument, but who did not execute the Line of Credit Agreement (a "co-trustor/co-mortgagor"), this Agreement does not modify, change or terminate the nature of the co-trustor/co-mortgagor's obligations in connection with the line of credit. The co-trustor/co-mortgagor is not personally obligated to pay the debt evidenced by the Line of Credit Agreement and the

Security Instrument (as renewed, extended, and amended hereby). The co-trustor/co-mortgagor agrees that the Lender and the Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Line of Credit Agreement or the Security Instrument (as renewed, extended, and amended hereby) without the co-trustor/co-mortgagor's consent.

The Borrower and the Lender have executed this Agreement under seal as of the day and year first above written.

Thomas K Oleson (Seal)
Borrower **THOMAS K OLESON**

Margie A. Oleson (Seal)
Borrower **MARGIE A OLESON**

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

Wells Fargo Bank, N.A.

By: _____ (Seal)

Its: Assistant Mgr.

Security Instrument (as renewed, extended, and amended hereby). The co-trustor/co-mortgagor agrees that the Lender and the Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Line of Credit Agreement or the Security Instrument (as renewed, extended, and amended hereby) without the co-trustor/co-mortgagor's consent.

The Borrower and the Lender have executed this Agreement under seal as of the day and year first above written.

_____ (Seal)
Borrower **THOMAS K OLESON**

_____ (Seal)
Borrower **MARGIE A OLESON**

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

Wells Fargo Bank, N.A.

By: _____ (Seal)

Its: _____

State of Iowa

County of Dallas

On February 23, 2007 before me, Vanessa Stevens/ Notary Public (here insert name and title of the officer), personally appeared Penny Tebben, Assistant Vice President, Wells Fargo Bank N.A.,

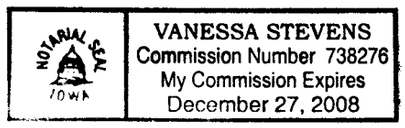
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

Vanessa Stevens

Notary Public



My Commission Expires : 12/27/2008

Notary Acting in Dallas County, Iowa

Notary Public for the state of Iowa, residing in the city of West Des Moines

Notary Address: 229 4th St West Des Moines, IA 50265

{_____{Acknowledgments on Following Pages_____}

