Book 2009 Page 1042
Document 2009 1042 Type 04 008 Pages 4
Date 3/16/2009 Time 10:58:58AM
Rec Amt $22.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and Return to:
Gregory J. Epping, 118 Third Avenue S.E., Suite 500, Cedar Rapids, Iowa 52401; 319-364-2467

Re: Mortgage filed of record in Book 2006, Page 1805 (Document 2006 1805), Delaware County Recorder

MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement made this 9th day of November 2008, 2008 by and between Steven H. Goode and Lynn M. Jarosz Goode, husband and wife, mortgagors ("Goodes"), and Wells Fargo Bank, N.A., mortgagee ("Wells Fargo"), as follows:

1. Goodes are mortgagors and Wells Fargo is mortgagee under a certain Mortgage filed of record in the Office of the Delaware County Recorder on May 17, 2006 in Book 2006, Page 1805 (Document 2006 1805).

2. Goodes have entered into a Real Estate Exchange Agreement with Rose Ann Reilly ("Reilly"), an abutting landowner, to exchange title to real estate owned by Goodes and Reilly, respectively.

3. Goodes have agreed to transfer to Reilly title to real estate referred to as Parcel B, being recorded in the office of the Delaware County Recorder on September 3, 2008 in Book 2008, Page 2750 (Document No. 2008 2750), and legally described as:

> That property in the Southeast Quarter of the Southeast Quarter of Section 35, Township 87 North, Range 05 West of the 5th P.M., Delaware County, Iowa, described as follows:
>
> Commencing at the Southeast corner of said Section; thence along the South line of said Section S 88°21'23"W (a record bearing), 527.00' to the point of beginning; thence continuing along said line S 88°21'23"W, 10.00'; thence N 01°36'47"W, 33.00' to the North right of way line of Linn Delaware Road; thence N 01°35'40"W, 291.00'; thence N 88°21'07"E, 10.00'; thence S 01°35'40"E, 291.00' to said right of way line; thence S 01°36'47"E, 33.00' to the point of beginning.

4. Reilly has agreed to transfer to Goodes title to real estate referred to as Parcel C, and being recorded in the office of the Delaware County Recorder on September 3, 2008 in Book 2008, Page 2750 (Document No. 2008 2750), and legally described as:

That property in the Southeast Quarter of the Southeast Quarter of Section 35, Township 87 North, Range 05 West of the 5th P.M., Delaware County, Iowa, described as follows:

Commencing at the Southeast corner of said Section; thence along the East line of the Southeast Quarter of said Section N 01°35'40"W, 324.04' to the point of beginning; thence continuing along said line N 01°35'40"W, 40.00'; thence S 88°21'07"W, 527.01'; thence S 01°35'40"E, 40.00'; thence N 88°21'07"E, 527.01' to the point of beginning.

5. Title to the real estate being transferred from Goodes to Reilly, parcel B, is encumbered by the lien of the Mortgage described in section 1 above.

6. Goodes have requested that Wells Fargo release the lien of its Mortgage on the title to Parcel B.

7. Goodes have agreed that Parcel C to be conveyed by Reilly to Goodes shall be encumbered by the lien of the Mortgage in favor of Wells Fargo.

8. Wells Fargo has agreed, upon full compliance by Goodes and Reilly with the terms and conditions Real Estate Exchange Agreement, to release the lien of its Mortgage as concerns Parcel B and has agreed to modify the Mortgage so as to include Parcel C as security for the Mortgage debt and to subject Parcel C to the lien of the mortgage described in Section 1 above.

In consideration of the above recitals, and in further consideration of completion of the real estate exchange agreement described above, and for other good and valuable consideration exchanged:

9. Steven H. Goode and Lynn M. Jarosz Goode, husband and wife, do hereby sell, convey and mortgage unto Wells Fargo Bank, N.A., and grant a security interest to Wells Fargo Bank, N.A. in the real estate described as:

That property in the Southeast Quarter of the Southeast Quarter of Section 35, Township 87 North, Range 05 West of the 5th P.M., Delaware County, Iowa, described as follows:

Commencing at the Southeast corner of said Section; thence along the East line of the Southeast Quarter of said Section N 01°35'40"W, 324.04' to the point of beginning; thence continuing along said line N 01°35'40"W, 40.00'; thence S 88°21'07"W, 527.01'; thence S 01°35'40"E, 40.00'; thence N 88°21'07"E, 527.01' to the point of beginning,

together with all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon said real estate, it being the intention of Steven H. Goode and Lynn M. Jarosz Goode, husband and wife, as mortgagors, that said real estate be mortgaged,

encumbered and stand as security to the same extent as the property described in the Mortgage recorded May 17, 2006 in Book 2006, Page 1805 (Document 2006 1805).

10. Wells Fargo Bank, N.A., the owner of the Mortgage recorded May 17, 2006 in Book 2006, Page 1805 (Document 2006 1805) does hereby release the lien of said Mortgage as concerns the following described real estate:

> That property in the Southeast Quarter of the Southeast Quarter of Section 35, Township 87 North, Range 05 West of the 5th P.M., Delaware County, Iowa, described as follows:
>
> Commencing at the Southeast corner of said Section; thence along the South line of said Section S 88°21'23"W (a record bearing), 527.00' to the point of beginning; thence continuing along said line S 88°21'23"W, 10.00'; thence N 01°36'47"W, 33.00' to the North right of way line of Linn Delaware Road; thence N 01°35'40"W, 291.00'; thence N 88°21'07"E, 10.00'; thence S 01°35'40"E, 291.00' to said right of way line; thence S 01°36'47"E, 33.00' to the point of beginning.

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 MORTGAGE MODIFICATION AGREEMENT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE MODIFICATION AGREEMENT.

Steven H. Goode

Lynn M. Jarosz Goode

Steven H. Goode, Mortgagor

Lynn M. Jarosz Goode, Mortgagor

STATE OF IOWA, DELAWARE COUNTY) ss.

On this 9th day of November, 2008, before me, the undersigned, a Notary Public in and for the said State, personally appeared Steven H. Goode and Lynn M. Jarosz Goode, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public – State of Iowa

LEAH A. MENSEN
Commission Number 728169
My Commission Expires
4-22-2010

Wells Fargo Bank, N.A.

By: _____
Lorna L..Slaughter, Title
Vice President

By: _____
Catherine Coupar, Title
Assisstant Secretary

STATE OF MARYLAND, COUNTY OF WASHINGTON) ss.

On this 27th day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Lorna L. Slaughter and Catherine Coupar, to me personally known, who being by me duly sworn, did say that they are the Vice President and Assisstant Secretary, respectively, of the corporation executing the within and foregoing instrument to which this is attached, that (no seal has been procured by the) (~~the seal affixed thereto is the seal of the~~) corporation; that the instrument was signed (~~and sealed~~) on behalf of the corporation by authority of its Board of Directors; and that Lorna L. Slaughter and Catherine Coupar as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

JULIE A. SPESSARD NOTARY PUBLIC WASHINGTON COUNTY, MD
My Comm. Exp. 06/06/2011

_____
Notary Public Julie A Spessard