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Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2012 PG: 2258

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

Prepared By: (name, address and telephone number)
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DOCUMENT PREPARATION
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Attn: Document Mgt.
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Account No: ~~**682-682-0895431-1998**~~ 6505295654-1XXX Reference No: **20121217600014**

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

This Modification Agreement (this "Agreement") is made this **24TH DAY OF MAY, 2012**, between **Wells Fargo Bank, N.A.** (the "Lender") and
ALLAN MERLE DETTBARN, AKA ALLAN M. DETTBARN, AKA AL DETTBARN AND PATRICIA A. DETTBARN, 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 **April 13, 2007**, in the original maximum principal amount of **$ 40,000.00**. 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 **2007** at page(s) **1421** of the **County** of **DELAWARE** County, State of **IOWA** as document No. **20071421** (the "Security Instrument"), and covering real property located at

310 THOMAS COURT, HOPKINTON, IOWA 52237

(the "Property") and described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE IN DELAWARE COUNTY, IOWA:LOT TEN (10), EXCEPT THE EASTERLY TEN (10) FEET THEREOF, OF TABLE ROCK ADDITION A SUBDIVISION OF BLOCKS 21 AND 22, HOPKINTON SECOND ADDITION BY H.A. CARTER TO HOPKINTON, DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 7 PLATS, PAGE 44. APN: 610000104930

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 $90,000.00 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.

As a precondition to making the changes set forth above, the Borrower hereby agrees to pay to the Lender at the time of signing this Agreement the other finance charges and other charges that are enumerated and disclosed on the attached final HUD Settlement Statement which is integrated by reference 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.

Borrower hereby acknowledges Borrower has received, read and retained a copy of the Agreement and the HUD Settlement Statement provided to me by Lender, all of which I agree to by signing this Agreement.

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.

ALLAN M DETTBARN -Borrower

PATRICIA A DETTBARN -Borrower

Wells Fargo Bank, N.A.

By: _____ (Seal)

Its: Lisa Rittenhouse
VP of Loan Documentation

{_____{Acknowledgments on Following Pages_____}

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Montana)
) ss.
COUNTY OF Yellowstone)

On this 15 day of June, 2012, before me, a Notary Public in and for said county personally appeared Lisa Rittenhouse, to me personally known, who being by me duly (sworn or affirmed) did say that that person is VP of Loan Documentation said association, that (the seal affixed to said instrument is the seal of said or no seal has been procured by said) association and that said instrument was signed and sealed on behalf of the said association by authority of its board of directors and the said VP of Loan Documentation acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Marlene A Sauer
Notary Public Marlene A. Sauer

Montana
State of

My commission expires: 7-12-2012

STATE OF MONTANA SEAL NOTARIAL MARLENE A. SAUER

FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

State of Iowa
(County) of Linn
This instrument was acknowledged before me on 5/24/12 (date) by
Allan M Dethmann + Patricia A. Dethmann (name(s) of person(s))

Deborah A Hall
(Signature of notarial officer)

(Stamp or Seal)

Notary
Title (and Rank)

DEBORAH A. HALL
NOTARIAL SEAL - STATE OF IOWA
COMMISSION NUMBER 162421
MY COMMISSION EXPIRES SEPT 30. 2012