

Document 2008 860

Book 2008 Page 860 Type 04 002 Pages 3
Date 3/13/2008 Time 2:50 PM
Rec Amt \$17.00

INDX ✓
ANNO ✓
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON IOWA

^{MCA}
Type of document: Modification of Mortgage

Wells Fargo Bank, NA, Attn: Doc Management, MAC B6955-011, PO Box 31557, Billings, MT
59107-1557

Return Document to: (Individual's Name, Street Address, City, Zip, Phone)

Pam Shuma, 2701 Wells Fargo Way, Minneapolis, MN 55467 (866) 711-3053

Preparer Information: (Individual's Name, Street Address, City, Zip, Phone)

Lender: Wells Fargo Bank, N.A.

Borrower: Barry L. Stott and Camma D. Stott

Legal Description: Parcel "A", located in the Northeast Fractional Quarter (1/4) of the Northeast Quarter (1/4) of Section Two (2), Township Seventy-five (75) North, Range Twenty-Seven (27) West of the 5th P.M., Madison County, Iowa, containing 10.001 acres, as shown in Plat of Survey filed in Book 2002, Page 5390 on October 31, 2002 in the Office of the Recorder of Madison County, Iowa.



RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

Wells Fargo Bank, N. A.
Attn: Doc. Management MAC B6955-011
PO Box 31557
Billings, MT 59107-1557

MODIFICATION OF AGREEMENT

(INDEX AS A MODIFICATION OF DEED OF TRUST/MORTGAGE)

THIS AGREEMENT made this Wednesday, February 20, 2008 by Wells Fargo Bank, N. A. ("Lender"), and Barry L Stott And Camma D Stott, Husband And Wife, As Joint Tenants With Full Rights Of Survivorship And Not As Tenants In Common ("Borrower"). Borrower previously executed a revolving Credit Agreement ("Credit Agreement") dated March 14, 2005 with a credit limit in the amount of \$67,987.00. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust or Mortgage ("Security Agreement") dated March 14, 2005, for the use and benefit of Lender, which was recorded on May 20, 2005 as BOOK 2005, PAGE 2296 of the official records in the Office of the Recorder of Madison County, State of IA.

As of the date of this agreement, Lender and Borrower acknowledge that the outstanding principal balance under the Credit Agreement and secured by the Security Agreement is \$50,732.09 and that the accrued, unpaid interest under the Credit Agreement and secured by the Security Agreement is \$435.94. Additional interest shall continue to accrue on the outstanding principal balance from the next calendar day following February 20, 2008 at the rate of \$08.72 per diem until paid.

For good and valuable consideration, Lender and Borrower agree to modify and/or supplement the terms of the Credit Agreement and Security Agreement, including any subsequent amendments, modifications and/or extensions, as follows:

To change the Borrower's credit limit under the above referenced Credit Agreement from \$67,987.00 to \$51,000.00.

Lender and Borrower acknowledge and agree that the Security Agreement secures the payment of any and all amounts due or to become due under the Credit Agreement, as hereby modified.

By executing this Revision Agreement ("Agreement"), Lender in no way is obligated to grant subsequent extensions of the maturity date or to renew, refinance, modify, amend, alter or change in any way the terms of the Credit Agreement or Security Agreement.

This Agreement shall not be construed as a waiver of any present or past default or rights under the Credit Agreement, Security Agreement, or any other of the Documents, and Lender reserves all of its rights to pursue any and all available remedies under the Credit Agreement, Security Agreement or other Documents at law or in equity.

This Agreement is a revision of the Credit Agreement and Security Agreement only and not a notation. Except as specifically amended, modified and/or extended by this Agreement, all terms, conditions, and provisions of the Credit Agreement and Security Agreement or any other documents executed in connection with them (collectively, the "Documents") shall remain in full force and effect and shall remain unaffected and unchanged except as amended hereby. All references to the Credit

Agreement or Security Agreement in any of the Documents refer to the Credit Agreement or Security Agreement as amended, modified and/or extended by this Agreement.

Borrower agrees to pay all costs and expenses, including, but not limited to, recording fees and title insurance premiums incurred by Lender in connection herewith.

The Agreement is effective as of the date first written above.

BORROWER:

[Signature]
Barry L Stott

[Signature]
Carmma D Stott

STATE OF: IOWA)SS
COUNTY OF: Polk)

On 03/06/08 before me, Ross Barnett, a Notary Public in and for said state, personally appeared, Barry L Stott + Carmma D Stott, 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 acknowledge 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.

NOTARY STAMP OR SEAL

[Signature]
Notary Public in and for said County and State



LENDER:

Wells Fargo Bank, N. A.

BY: [Signature]
Debbie Clausen

STATE OF: OREGON)SS
COUNTY OF: WASHINGTON)

On February 20, 2008 before me the undersigned, a Notary Public in and for said state personally appeared, Debbie Clausen, 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 acknowledge 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.

NOTARY STAMP OR SEAL

[Signature]
Notary Public in and for said County and State

