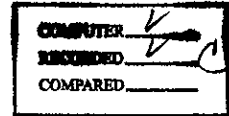


MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

✓AFTER RECORDING RETURN TO:
FIRST AMERICAN BANK

12333 UNIVERSITY AVE
CLIVE, IA 50325
LYNELLE MEYER



[Space Above This Line For Recording Data]

Loan No: 0201024643

PARCEL ID: 000000424176006

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 31st day of December, 2004 ,
between BRENT R VAN EE and MARA A VAN EE, husband and wife

("Borrower") and

FIRST AMERICAN BANK

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely
Payment Rewards Rider, if any, dated July 13, 2004 and recorded in Book or Liber 2004 ,
at page(s) 3301 , of the MADISON COUNTY RECORDER Records of MADISON County, Iowa

[Name of Records] [County and State, or other Jurisdiction]

and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and
personal property described in the Security Instrument and defined therein as the "Property", located at

1361 POINTE COURT, CUMMING, IA 50273 50061 MUE

[Property Address]

the real property described being set forth as follows:

LOT 26 OF POLO POINTE PLAT 2 SUBDIVISION, A SUBDIVISION IN THE SOUTH HALF (S
1/2) OF THE NORTHWEST QUARTER (NW 1/4), SOUTH HALF (S 1/2) OF THE NORTHEAST
QUARTER (NE 1/4) , NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW
1/4) AND THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION
TWENTY-FOUR (24), TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26)
WEST OF THE 5TH P.M., MADISON COUNTY, IOWA

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows
(notwithstanding anything to the contrary contained in the Note and Security Instrument):



1. As of **January 6, 2005**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **305,000.00**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.250** %, from **January 6, 2005**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,684.22**, beginning on the **1st** day of **March, 2005**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.250** % will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on **February 1, 2035** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at **12333 UNIVERSITY AVE, CLIVE, IA 50325**
or at such other place as Lender may require.

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender

will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

FIRST AMERICAN BANK (Seal)
-Lender

Brent R Van Ee (Seal)
BRENT R VAN EE -Borrower

By: *Lynette Meyer*
LYNETTE MEYER

Mara A Van Ee (Seal)
MARA A VAN EE -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ [Space Below This Line For Acknowledgment] _____

State of _____ §
County of POLK §

This instrument was acknowledged before me on
by BRENT R VAN EE and MARA A VAN EE



Mary L. Leist
Notary Public

