

REC \$ 20<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1<sup>00</sup>

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BOOK 2002 PAGE 5442

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MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Return to: ✓ John Klein, Alpha Title, Inc.,  
1325 East 79th St., Suite 1A, Bloomington, MN 55425  
[Space Above This Line For Recording Data]

### LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 31st day of OCTOBER 2002, between JOHN LINHART AND MELISSA LINHART, HUSBAND AND WIFE ("Borrower") and FIRST FEDERAL fsb ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated June 15, 2001 and recorded in Book or Liber 2001, at pages 2573, or as Document Number 002573, on 06/19/01, of the \_\_\_\_\_, Records of MADISON 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 2894 TRURO ROAD, TRURO, IA 50257

the real property described being set forth as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO  
AND MADE A PART THEREOF

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

1. As of OCTOBER 31, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 166,400.00, 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 7.1250%, from October 31, 2002. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,121.07, beginning on the 1st day of December 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on November 1, 2032 (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  
201 MAIN STREET SOUTH, HUTCHINSON, MN 55350  
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; and
  - (b) all terms and provisions of any adjustable rate rider 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.

In witness whereof, the parties have executed this Agreement.

John Linhart  
JOHN LINHART

Melissa Linhart  
MELISSA LINHART

Lender: FIRST FEDERAL fsb

By: [Signature]  
(Authorized Officer Name)

Paul N. Lohmann  
Authorized Officer of First Federal fsb

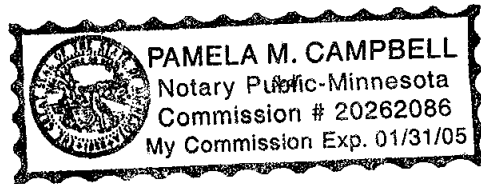
(SPACE BELOW THIS LINE FOR ACKNOWLEDGEMENTS)

THIS INSTRUMENT WAS DRAFTED BY:  
HOMEBOWNERS MORTGAGE CORPORATION  
1001 LABORE INDUSTRIAL COURT, SUITE B  
VADNAIS HEIGHTS, MN 55110

STATE OF MINNESOTA  
COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me this 31ST day of OCTOBER 2002  
by Paul N. Lohmann, Authorized Officer of First Federal fsb, a Corporation under the laws of  
the United States of America.

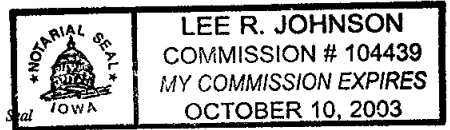
Pamela M Campbell  
Notary



STATE OF Iowa  
COUNTY OF MADISON

On this 31ST day of OCTOBER 2002 before me appeared  
JOHN LINHART AND MELISSA LINHART, HUSBAND AND WIFE  
personally known to be the person(s) described in and who executed the foregoing instrument and  
acknowledged that THEY executed the same as THEIR free act and deed.

Lee R. Johnson  
Notary



Parcel "A", located in the Southwest Quarter (1/4) of Section Two (2), in Township Seventy Four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 12.19 acres, as shown on Plat of Survey filed in book 2001, Page 2229 on May 31, 2001, in the Office of the Recorder of Madison County, Iowa