

REC \$ 10⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

C.C.

FILED NO. 004804
BOOK 2002 PAGE 4804
2002 SEP 30 PM 12: 51

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input type="checkbox"/>

LOAN NO: 0188462 MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

✓ AFTER RECORDING, RETURN TO:
DEB BATHEY
WELLS FARGO HOME MORTGAGE, INC.
13621 UNIVERSITY
CLIVE, IA 50265

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

LOAN MODIFICATION AGREEMENT
(PROVIDING FOR FIXED INTEREST RATE)

This Loan Modification Agreement ("Agreement"), made this SEPTEMBER 25, 2002, between BETTY J DAY (borrower) and WELLS FARGO HOME MORTGAGE, INC. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust of Deed to Secure Debt (the "Security Instrument"), dated JULY 10, 2002, and recorded in book 2002, page 3358 of the,

MADISON COUNTY RECORDER (Name of Records)	Records of MADISON County, (County and State, or other Jurisdiction)
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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

212 W MARKET STREET ST CHARLES, IA 50240
(Property Address)

the real property described being set forth as follows:

LEGAL DESCRIPTION: LOT THREE (3) IN BLOCK EIGHT (8) IN HARTMAN AND YOUNG'S ADDITION TO THE TOWN OF ST. CHARLES, 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 or Security Instrument):

- As of SEPTEMBER 25, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$80,000.00 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.375%, from SEPTEMBER 25, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$499.10 beginning on the NOVEMBER 1 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on OCTOBER 1, 2032 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at P.O. BOX 5137, DES MOINES, IOWA 50306-5137 or at such other place as the Lender may require.

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

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

- The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the 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 the Borrower and the Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

WELLS FARGO HOME MORTGAGE, INC. (Seal)
 By: Becky Matzdorff
 BECKY MATZDORFF

Borrower(s)
Betty J. Day
 BETTY J DAY

(Space Below This Line For Acknowledgments)

ACKNOWLEDGMENT

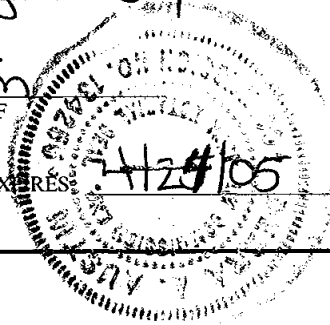
THE STATE OF IOWA
 THE COUNTY OF STORY

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 25th DAY OF September, 2002 BY Betty J Day

Deba Austin

NOTARY PUBLIC, STATE OF IOWA
 NOTARY'S NAME

NOTARY'S COMMISSION EXPIRES: 7/24/05



THE STATE OF IOWA
 THE COUNTY OF STORY

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE September 25 DAY OF 2000, BECKY MATZDORFF, WELLS FARGO HOME MORTGAGE, INC, A(N) CALIFORNIA CORPORATION, ON BEHALF OF SAID CORPORATION.

Louise N. Legg

NOTARY PUBLIC, STATE OF IOWA
 NOTARY'S NAME - LOUISE N LEGG

NOTARY'S COMMISSION EXPIRES: _____

