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MICKI UTSLER RECORDER MADISON COUNTY, IOWA

LOAN NO: 0243581-7195

AFTER RECORDING, RETURN TO: DEB AUSTIN WELLS FARGO HOME MORTGAGE, INC. 13631 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 December 11, 2002, between, ANGELA K SNYDER AND CHAD W SNYDER WIFE AND HUSBAND, (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 AUGUST 6, 2002, and recorded in BOOK 2002, PAGE 3842 of the,

MADISON COUNTY RECORDER (Name of Records)

Records of MADISON County. (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

1710 QUAIL RIDGE AVENUE, WINTERSET, IA 50273

(Property Address) the real property described being set forth as follows:

PARCEL "E" LOCATED IN THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 76 NORTH, RANGE 27 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2001 AT PAGE 3683 ON AUGUST 20, 2001, IN THE OFFICE OF THE RECORDER OF 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 DECEMBER 11, 2002', the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 137,897.00 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 December 11, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$860.30 beginning on the FEBRUARY 1, 2003, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on JANUARY 1, 2033 (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.

Becky Matzdorfe  WELLSFARGO HOME MORTGAGE, INC. (Seal)  Borrower(s)  Becky Matzdorfe  Becky Matzdorfe  Borrower(s)  ANGELA K SNYDER
CHAD W SNYDER
(Space Below This Line For Acknowledgments)
ACKNOWLEDGMENT
THE STATE OF IOWA
THE COUNTY OF MADISON
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 114 DAY OF DAY OF DECEMBER , 2002 BY May a K + Chadw Endor.
NOTARY PUBLIC, STATE OF
NOTARY PUBLIC, STATE OF NOTARY'S NAME DE DOCA A PUSTING
NOTARY'S COMMISSION EXPIRES:
THE STATE OF IOWA
THE COUNTY OF MADISON

NOTARY PUBLIC, STATE OF IOWA NOTARY'S NAME – BRENDA BRINCK S

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_11TH\_\_\_\_DAY OF \_\_DECEMBER \_\_2002\_\_\_\_, BECKY MATZDORFF, WELLS FARGO HOME MORTGAGE, INC, A(N) CALIFORNIA CORPORATION, ON BEHALF OF SAID CORPORATION.

NOTARY'S COMMISSION EXPIRES:

## MANUFACTURED HOME RIDER TO THE MORTGAGE/DEED OF TRUST/SECURITY DEED

This Rider is made this DECEMBER 11, 2002 , and is incorporated into and amends and supplements the Mortgage/Deed of Trust/Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to WELLS FARGO HOME MORTGAGE, INC.

(the "Lender") of the same date (the "Note") and covering the Property described in the Security Instrument and located at:
1710 QUAIL RIDGE AVENUE, WINTERSET, IA 50273

(Property Address)

Borrower and Lender agree that the Security Instrument is amended and supplemented to read as follows:

- A. The Property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the Manufactured Home (Serial Number, if required, MY0356447AB ) affixed to the property legally described in the Security Instrument. MONTEREY ESTATE MODEL # 6032 YEAR- 2002
- B. Additional Covenants of Borrower
  - 1. Borrower will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the property described in the Security Instrument including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law.
  - 2. The Manufactured Home described above will be, at all times and for all purposes, permanently affixed to and part of the property described in the Security Instrument.
  - 3. Affixing the Manufactured Home to the property described in the Security Instrument does not violate any zoning laws or other local requirements applicable to manufactured homes.

NMFL #3322 03/01

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By signing below, Borrow in this Manufactured Home Rider		d agrees to the terms and covenants contained	∍d
III tills Manufactured Home Flagor	•		
		Charle Sala	~ 1\
	(Seal)		Seal) rower
	-Borrower	ANGELIA R DATE LA PROPERTIE DE	IOWCI
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	(Capl)	C	Seal)
	-Borrower	•	rower
	(Seal)	(	Seal)
	-Borrower	-Bor	rower
STATE OF			
COUNTY OF	jss. )		
	in and for the	aforesaid State and County, do hereby certi	fy
that			
ANGELA K SNYDER AND CHAD	SNYDER		
Borrower(s), personally appeared	l before me in	said County and acknowledged the within	
instrument to be their act and de	ed. Given und	der my hand and seal this 11TH day of	İ
DECEMBER , 2002	Menselly.	and	
The state of the s		ANOtary Public	
My commission expire	102	Debra Motary Public.	
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