

2

REC \$ 15.00
LUD \$ 7.00
M.F. \$ 5.00

FILED NO. 6784

BOOK 2003 PAGE 6784

2003 NOV 12 PM 3:47

COMPUTER
RECORDED
COMPARED

NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

AFTER RECORDING RETURN TO: SUSAN SHERLOCK WELLS FARGO BANK IOWA N.A.
13631 UNIVERSITY AVENUE CLIVE, IOWA 50265

PREPARED BY: Tina Taylor WELLS FARGO HOME MORTGAGE, INC.
ADDRESS: 7015 VISTA DRIVE, WEST DES MOINES, IOWA 50266

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

LOAN MODIFICATION AGREEMENT
(PROVIDING FOR FIXED INTEREST RATE)

This Loan Modification Agreement ("Agreement"), made this 6TH day of NOVEMBER, 2003 between, SHELBY T. AND GABRIEL R. CORK WIFE AND HUSBAND, (borrower) and WELLS FARGO HOME MORTGAGE, INC. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated MAY 22, 2003, and recorded in BOOK NO. 2003 AND PAGE NO. 3093 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

1489 HOGBACK BRIDGE ROAD, WINTERSSET, IOWA 50273

the real property described being set forth as follows:

SEE LEGAL DESCRIPTION ATTACHED

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 NOVEMBER 6, 2003, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 280,000.00 consisting of the amount(s) loaned to the Borrower by the Lender and any Interest capitalized to date.
2. 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 6.000%, from NOVEMBER 6, 2003. The Borrower promises to make monthly payments of principal and interest of U.S. \$1678.74 beginning on the JANUARY 1, 2004, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on DECEMBER 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.

3. 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 fails 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.

4. 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: Patti Van Orden -Lender
 PATTI VANORDEN

Borrower(s)
Shelby T. Cork
 SHELBY T. CORK

Gabriel R. Cork
 GABRIEL R. CORK

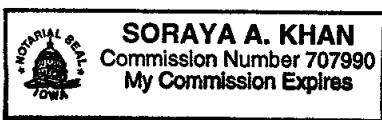
_____(Space Below This Line For Acknowledgments)_____

ACKNOWLEDGMENT

THE STATE OF IOWA

THE COUNTY OF MADISON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 06 DAY OF Nov, 2003 BY _____



Soraya A. Khan
 NOTARY PUBLIC, STATE OF IOWA
 NOTARY'S NAME

NOTARY'S COMMISSION EXPIRES: 01/26/04

THE STATE OF IOWA

THE COUNTY OF MADISON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 6TH DAY OF NOVEMBER, 2003, PATTI VANORDEN, WELLS FARGO HOME MORTGAGE, INC, A(N) CALIFORNIA CORPORATION, ON BEHALF OF SAID CORPORATION.

Tina Taylor
 NOTARY PUBLIC, STATE OF IOWA
 NOTARY'S NAME - TINA TAYLOR



NOTARY'S COMMISSION EXPIRES: _____

Shelby and Gabriel Cork Legal Description

Property address: 1489 Hogback Bridge Rd; Winterset, IA 50273

Parcel "A", part of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 27, and part of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 34, all in Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at the Northeast Quarter of said Section 34, thence S00°22'09"W a distance of 121.03 feet to the Northeast corner of a tract described in Deed Record 131, Page 360 of the Madison County Recorder's Office; thence N85°22'13"W, along the Northerly line of said tract a distance of 223.09 feet; thence S00°33'10"W, along the West line of said tract, a distance of 381.16 feet; thence N71°45'38"W, along an existing fence, a distance of 965.43 feet; thence N83°53'21"W, along an existing fence, a distance of 62.90 feet; thence N00°06'17"E, a distance of 945.68 feet; thence S89°32'53"E, a distance of 1319.64 feet; thence S00°26'29"W, a distance of 984.32 feet to the Point of Beginning, containing 39.67 acres of land, including 1.59 acres of county road right-of-way
