

**Recording Requested By:**  
Wells Fargo Bank, N.A.

MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA

**Prepared By:**  
KRISTEN SCHOENENBERGER  
SPS  
6775 VISTA DRIVE  
WEST DES MOINES, IA 50266  
866-537-8489

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

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State of IOWA {Space Above This Line For Recording Data}

Reference #: 20052837500295

Account #: 0654-654-8128065-1998

Document #: 003233

### MORTGAGE MODIFICATION AGREEMENT

This Modification is made this 18th day of October 2005 between  
Wells Fargo Bank, N.A. (the "Bank")

and CHRISTOPHER P LANE

Name(s) of borrower(s) (the "Borrower")

and SARAH C LANE

Name(s) of borrower(s) (the "Borrower")

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and \_\_\_\_\_  
Name(s) of borrower(s) (the "Borrower")

and CHRISTOPHER P LANE

Name(s) of mortgagor(s)/trustor(s) (the "Mortgagor")

residing at 435 NW 4TH ST EARLHAM, IA, 50072

Address

and SARAH C LANE

Name(s) of mortgagor(s)/trustor(s) (the "Mortgagor")

and \_\_\_\_\_  
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Name(s) of mortgagor(s)/trustor(s) (the "Mortgagor")

modifies an original Mortgage (i) dated 05/23/2003 (together with any modifications to it made prior to the date of this Modification), (ii) which was executed to secure a home equity line of credit agreement ("Line of Credit") dated 05/23/2003, in the original maximum principal amount of \$ 10,000.00 with a maturity date of 06/20/2013, and payable to the order of Wells Fargo Bank, N.A. (iii) which is recorded in Book/Roll 2003 at page(s) 3233 of the COUNTY MADISON of MADISON County, State of IOWA as document No. 003233, (iv) in connection with the filing of which, a mortgage registry tax was paid to the Treasurer of said COUNTY in the amount of \$ N/A on N/A and that Treasurer has placed his or her stamp on the Mortgage, said stamp bearing the number N/A, and (v) which affects the rights with respect to the collateral defined therein as the "Property" which is located at 435 NORTHWEST 4TH STREET EARLHAM, IA 50072 and is described as follows:

LOT 3 OF COBEAN ESTATES, AN OFFICIAL PLAT IN THE CITY OF EARLHAM, MADISON COUNTY, IOWA.

850001900013000

This Modification further modifies the Line of Credit to reflect certain changes to the Borrower's revolving Line of Credit with the Lender that is secured by the Mortgage and the Borrower/Co-Grantor acknowledge that the Line of Credit and Mortgage are valid and enforceable and represent the Borrower's/Co-Grantor's legal and binding obligations, free and clear of any claim, defense or offset.

#### Agreement

Accordingly, in consideration of the premises and other good and valuable consideration, each paid to the other, the parties to this Modification agree to as follows:

**Change in Credit Limit.** The Borrower/Co-Grantor hereby agrees that the maximum available principal amount of the Line of Credit is now \$ 20,000.00 and that the lien of the Mortgage shall secure the Line of Credit up to that amount as it is advanced and outstanding from time to time.

Each reference in the Mortgage to the maximum amount of the line of credit is hereby amended to the extent necessary to reflect the increased maximum amount of the line of credit. Each reference in the Mortgage to the "Line of Credit" shall be deemed on and after the date of this Modification to refer to the Line of Credit as it is now amended by the Modification, together with any future extensions, modifications, or renewals thereof. The lien of this Mortgage shall continue to secure the revolving Line of Credit, which is now evidenced by the modified Line of Credit.

**Extension of Maturity Date.** The Borrower hereby agrees that the revolving Line of Credit will terminate and the entire unpaid principal balance outstanding on the Line of Credit, together with any unpaid finance charges and other charges, will be due and payable in full on N/A. Until such date, the Borrower agrees to make the monthly payments as disclosed in the Line of Credit.

**Finance Charge/Margin.** The Borrower hereby agrees that the daily periodic rate will be  increased  decreased to 1/365 or 1/366 during leap years of N/A % over the "Index Rate" which is disclosed in the Line of Credit.

N/A

**Rescission.** The Borrower/Co-Grantor has exercised their right to rescind any use of the Line of Credit for purposes other than to purchase the Property. Therefore, the Mortgage and Line of Credit are hereby modified to close the Line of Credit, to limit the "Secured Debt" to \$ N/A as it relates to the Line of Credit and to delete all Riders attached to the Mortgage as they may relate to an open-end line of credit.

**The following terms and conditions apply regardless of which boxes are checked above:**

All original terms and conditions of the Line of Credit and Mortgage (including any previous modifications) remain in full force and effect, except as modified by this Modification, and the Borrower/Co-Grantor agrees to be bound by and to perform all of the covenants and agreements in the Line of Credit and Mortgage at the time and in the manner therein provided.

The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Modification, and the recording hereof, including any Mortgage registry tax that may be due.

This Modification does not increase or extend any revolving credit insurance Borrower purchased in connection with the Line of Credit. Credit insurance means credit life, credit accident and health and/or credit disability insurance.

The Borrower agrees that the Lender may make certain changes to the terms of the Line of Credit at specified times or upon the occurrence of specified events. The Lender may make insignificant changes, such as changes in the address for payments, billing cycle dates, payment due dates, day of the month on which index values are determined, index or interest rate rounding rules, and balance computation method (if the change produces an insignificant difference in the interest the Borrower will pay). The Lender also may make changes that will benefit the Borrower, such as additional options or a temporary reduction in rates or fees. In accordance with federal law, the Lender also may change the index and margin the Lender uses to determine the annual percentage rate if that index is no longer available. The Lender can make any of these changes discussed above without the Borrower's consent, unless state law provides otherwise. The Lender will give the Borrower notice of any change that is required by law. The Lender also can make changes that the Lender and Borrower agree to in writing.

**Co-Grantor Liability.** Any party that signs below as a "Co-grantor" did not execute the Line of Credit but signs to grant and convey, under the terms of the Mortgage, such interest as that party may have in the Property. Such party is not personally obligated to pay the debt evidenced by the Line of Credit and this Modification and secured by the Mortgage (as renewed, extended, and amended hereby), and agrees that Lender and Borrower may agree to extend, modify, forbear or make any accommodations with regard to such debt or the Mortgage (as renewed, extended, and amended hereby) without such party's consent.

**NOTICE TO CONSUMER**

(For purposes of this notice, "Consumer" and "I" refer to the Mortgagor)

**THIS IS A CONSUMER CREDIT TRANSACTION.**

I understand that:

- I should not sign this agreement before I read the entire document, even if otherwise advised.
- I should not sign this if it contains any blank spaces.
- I am entitled to an exact copy of this and any other agreement I sign.
- I have the right to prepay the unpaid balance due under this agreement at any time without penalty; and I may be entitled to receive a refund of unearned charges in accordance with the law.

IN WITNESS WHEREOF, the Borrower/Co-Grantor and Lender have executed this Amendment as of the day and year first above written.

Wells Fargo Bank, N.A.

Name of Bank

By: Herlberg

ITS AVP

Christopher P Lane  
CHRISTOPHER P LANE  
Mortgagor/Trustor

Sarah C Lane  
SARAH C LANE  
Mortgagor/Trustor

Mortgagor/Trustor

Mortgagor/Trustor

Mortgagor/Trustor

Mortgagor/Trustor  
Christopher P Lane  
CHRISTOPHER P LANE  
Borrower

Sarah C Lane  
SARAH C LANE  
Borrower

Borrower

Borrower

Borrower

Borrower

{ \_\_\_\_\_ { Acknowledgements on Following Pages \_\_\_\_\_ }

**ALL-PURPOSE ACKNOWLEDGEMENT**

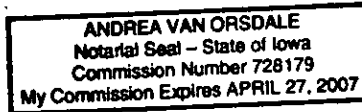
State of Iowa, Dallas County } ss:

On October 28, 2005 before me, Andrea Van Orsdale

Personally appeared:

Geri Young, Assistant Vice President, Wells Fargo Bank, N.A.

Personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature: Andrea Van Orsdale

(notary seal)

Andrea Van Orsdale

Name (typed or printed)

Notary Public

Title (and rank, if applicable)

My Commission Expires: 4/27/2007

Notary Acting in Dallas County, Iowa

Notary Public for the state of Iowa, residing in the city of Des Moines.

Notary address: 1403 SW Kenyon Ave; Des Moines, IA; 50315

FOR NOTARIZATION OF BANK PERSONNEL

ACKNOWLEDGMENT (All-Purpose):

STATE OF Iowa, COUNTY OF polk } ss.  
On October 17<sup>th</sup>, 2005 before me, the undersigned, a Notary Public in and for said State,  
personally appeared

Christopher Plane Sarah C Lane

personally known to me -OR-  proved to me on the basis of satisfactory evidence/ to be  
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

Signature: Stacy Jo Glenn

Name: Stacy Jo Glenn  
(type or printed)

My Commission expires: August 5, 2006



(Seal)

FOR NOTARIZATION OF BORROWERS/MORTGAGORS

ACKNOWLEDGMENT (All-Purpose):

STATE OF Iowa, COUNTY OF polk } ss.  
On October 17<sup>th</sup>, 2005 before me, the undersigned, a Notary Public in and for said State,  
personally appeared

Christopher Plane Sarah C Lane

personally known to me -OR-  proved to me on the basis of satisfactory evidence/ to be  
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

Signature: Stacy Jo Glenn

Name: Stacy Jo Glenn  
(type or printed)

My Commission expires: August 5, 2006



(Seal)

**ACKNOWLEDGMENT (All-Purpose):**

STATE OF Iowa, COUNTY OF polk } ss.

On October 17<sup>th</sup> 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared

Christopher Phane Sarah C Lane  
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WITNESS my hand and official seal.

Signature: Stacy Jo Glenn

Name: Stacy Jo Glenn  
(type or printed)



My Commission expires August 5, 2006

(Seal)

**ACKNOWLEDGMENT (All-Purpose):**

STATE OF Iowa, COUNTY OF polk } ss.

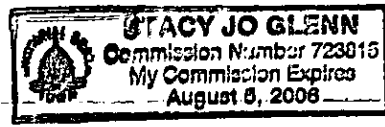
On October 17<sup>th</sup> 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared

Christopher Phane Sarah C Lane  
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WITNESS my hand and official seal.

Signature: Stacy Jo Glenn

Name: Stacy Jo Glenn  
(type or printed)



My Commission expires August 5, 2006

(Seal)