

Document 2006 3962

Book 2006 Page 3962 Type 04 002 Pages 3
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MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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

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PREPARER INFORMATION: Adea Krass, Wells Fargo Bank, N.A., 2701 Wells Fargo Way, Minneapolis, MN 55467 (866)355-7452

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RETURN TO: Adea Krass, Wells Fargo Bank, N.A., 2701 Wells Fargo Way, Minneapolis, MN 55467 (866)355-7452

GRANTOR/ MORTGAGOR: John J. Forey, a single person and Susan M. Sherlock, a single person

GRANTEE/ MORTGAGEE: Wells Fargo Bank, N.A.

TITLE: Permanent Loan Extension Agreement

LEGAL DESCRIPTION: Page 3

PERMANENT LOAN EXTENSION AGREEMENT

This Permanent Loan Extension Agreement (this "Agreement") is made to be effective as of the 26th day of September, 2006, and is incorporated into and shall be deemed to amend, supplement and extend the Mortgage, Deed of Trust, Deed or Security Deed (the "Security Instrument") dated as of the 4th day of May, 2006, executed by the undersigned Borrower(s) (referred to herein as "Borrower", whether one or more), in favor of Wells Fargo Bank, National Association ("Lender"). (Lender and its successors and assigns shall be referred to herein as the "Note Holder".) The Security Instrument secures a Note (the "Note") dated the same date as the Security Instrument payable to the order of Lender. All terms defined in the Security Instrument shall have the same meaning in this Agreement. Record 2006, PAGE 1851

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower (and each Borrower if more than one) further covenants and agrees as follows:

1. PERMANENT LOAN. The Security Instrument, as amended and extended by this Agreement, secures a permanent mortgage loan that replaces a construction loan between Lender and Borrower dated the same date as the Security Instrument and evidenced by the Note with a Construction Loan Addendum Amending Note. The Note, as amended by a Permanent Loan Addendum amending Note, evidences the permanent mortgage loan. Upon execution of this Agreement and the Permanent Loan Addendum, the terms and conditions of the Construction Loan Addendum Amending Note shall be of no further force and effect.

2. DEFINITIONS. The definitions set forth in the Security Instrument are amended as follows:

"Lender". Lender's address is P.O Box 10304 Des Moines, IA 50306-0304

"Note". The Note states that the Borrower owes Lender Two Hundred Sixteen Thousand Dollars (U.S. \$216,000) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2036

"Riders". Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider, Balloon Rider, VA Rider, Condominium Rider, PUD Rider, Biweekly Payment Rider, Second Home Rider, 1-4 Family Rider, Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum.

BORROWER(S)

Signature of John J Forey, Name: John J Forey

Signature of Susan M Sherlock, Name: Susan M Sherlock

STATE OF Iowa, Polk County ss:

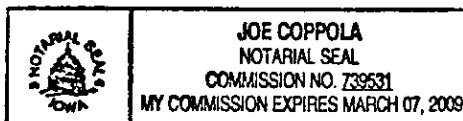
On this 26th day of September 2006, I, a Notary Public in and for said county and in said state, hereby certify that John J. Forey and Susan M. Sherlock whose name(s) are signed to the foregoing conveyance, and who are know to me, acknowledged before me that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal of office this 26th day of September 2006.

My Commission Expires: _____

Signature of Notary Public, Notary Public

Prepared By: _____



ATTACHED LEGAL DESCRIPTION

The East 288.35 feet of the North 186 feet of the Northeast Quarter (1/4) of Section Thirteen (13), in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, and a part of Lots Six (6) and Seven (7) of Rolling Acres Plat, an official plat of the Northeast Quarter (1/4) of said section, described as follows: Commencing at a point 288.35 feet West of the Northwest corner of said Northeast Quarter (1/4), thence South 85°00' West 139.03 feet, thence South 212 feet, thence North 85°00' West 139.03 feet, thence South 212 feet, thence North 85°32' East 427.05 feet, thence North 30 feet, thence South 85°00' West 266.35 feet, thence North 186 feet along the East line of Lot 6 to the point of beginning, all subject to road right of way along the North and East sides.