

Recording Requested By:

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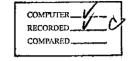
MICHELLE UTSLER, COUNTY RECORDER MADISON IOWA

· Prepared By:

Christine Wilkinson
Wells Fargo Bank
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Wells Fargo Loan Operations
P.O. Box 31557
Billings, MT 59107



State of	lowa	{Space Above This Line For Recording Data}
Reference#:		Loan#: 001-001-5959195-0001

MORTGAGE MODIFICATION AGREEMENT

This Modification is made this 26th day o and	f June, 2006 between Wells Fargo Bank,	N.A. (the "Bank")
Name(s) of borrower(s) Harry A Skaggs		
(the "Borrower")		
Name(s) of borrower(s)		
(the "Borrower")		
Name(s) of borrower(s)		
(the "Borrower")		
Name(s) of borrower(s)		
(the "Borrower")		
and		
Name(s) of mortgagor(s)		
(the "Mortgagor") residing at		
	Address	
and		
	Name(s) of mortgagor(s)	
and	<u> </u>	₩ -
	Name(s) of mortgagor(s)	
and		
	Name(s) of mortgagor(s)	

modifies an original Mortgage (i) dated <u>05/20/98</u> (together with any modifications to it made prior to the date of this Modification), (ii) which was executed to secure a promissory note ("Note") dated <u>05/20/98</u>, in the original principal amount of \$\frac{34,915.49}{34,915.49}\$ with a maturity date of <u>05/20/13</u>, and payable to the order of <u>Brenton Bank (now known as Wells Fargo Bank N.A.)</u> (iii) which is recorded in Book/Roll <u>198</u> at page(s) <u>876</u> of the <u>registers office</u> of <u>Madison</u> County, State of <u>Iowa</u> as document No. <u>4952</u>, (iv) in connection with the filing of which, a mortgage registry tax was paid to the Treasurer of said <u>county</u> in the amount of \$\frac{N/A}{2}\$ on <u>N/A</u> and that Treasurer has placed his or her stamp on the Mortgage, said stamp bearing the number <u>N/A</u>, and (v) which affects the rights with respect to the

and legally described as follows:	
LOT 1 AND 2 AND THE NORTH 88 FEET OF LOT B OF URQUHART'S PLACE IN THE TOWN CEARLHAM, MADISON COUNTY, IOWA	OF
This Modification foother and 10 at N. C.	
This Modification further modifies the Note to reflect certain changes to the Borrower's Note with the Bank that is secured by the Mortgage and the Borrower/Mortgagor's acknowledge that the Note and Mortgage are valid and enforceable and represent the Borrower's/Mortgagor'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:	ie
Maturity Date. The Borrower hereby agrees that the original maturity date for the Nowas05/20/13 The Borrower further agrees that the original maturity date for the Note has been changed, and that the maturity date for the Note is now04/20/28.	or
Monthly Payments. The Borrower hereby agrees that the original amount of the regular monthly payments was \$\sum_{\text{387.71}}\$, that regular monthly payments were originally and owing each month from \$\text{07/20/98}\$ through \$\text{04/20/13}\$, that the original amount of the final monthly payment was \$\text{387.71}\$, and that the final payment woriginally due and owing on \$\text{05/20/13}\$. The Borrower further agrees that the original amount of the regular monthly payments and the original amount of the final monthly payment have been changed to the amounts shown below as "New Monthly Payment" and "New Final Payment," respectively. The Borrower further agrees that following the date of this Agreement, the "New Monthly Payment" and the "New Final Payment" amounts shown below, shall be due and owing on the dates indicated below.	due as
New Monthly Payment - \$195.23, due and owing beginning on the same day of each month through03/20/28	g
New Final Payment - \$_195.23, due and owing on04/20/28	
Interest Rate. The Borrower hereby agrees that the interest rate provided for in the Note is changed to a fixed rate of <u>9.85</u> % per year, effective <u>06/26/06</u> .	

The following terms and conditions apply:

All original terms and conditions of the Note and Mortgage (including any previous modifications) remain in full force and effect, except as modified by this Modification, and the Borrower/Mortgagor agrees to be

bound by and to perform all of the covenants and agreements in the Note and Mortgage at the time and in the manner therein provided.

The Borrower agrees to pay or reimburse the Bank 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 credit insurance Borrower purchased in connection with the Note. Credit insurance means credit life, credit accident and health and/or credit disability insurance.

The Borrower agrees that the Bank may make certain changes to the terms of the Note at specified times or upon the occurrence of specified events. The Bank may make insignificant changes, such as changes in the address for payments, day of 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 Bank 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 Bank also may change the index and margin the Bank uses to determine the annual percentage rate if that index is no longer available. The Bank can make any of these changes discussed above without the Borrower's consent, unless state law provides otherwise. The Bank will give the Borrower notice of any change that is required by law. The Bank also can make changes that the Bank and Borrower agree to in writing.

Mortgagor Liability. Any party that signs below as a "Mortgagor", did not execute the Note, 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 Note and this Modification and secured by the Mortgage (as renewed, extended, and amended hereby), and agrees that Bank 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 the purposes of this notice, "Consumer" and "I" refer to the Borrower/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 Bank have executed this Amendment as of the day and year first above written.

WELLS FARGO BANK, M.A. BYZO DIM MINING PLAN	
11s: Jean Davidson/Operations Manager	
Harry A Skaggs	Mortgagor
Borrower	Mortgagor
Borrower	Mortgagor
Borrower	Mortgagor

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FOR NOTARIZATION OF WELLS FARGO BANK, N.A. PERSONNEL
ACKNOWLEDGMENT (All-Purpose):
STATE OF Oregon, COUNTY OF Washington ss. On Sept. 5, 2006 before me, the undersigned, a Notary Public in and for said
State, personally appeared
Jean Davidson, Operations Manager
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: Com Hasu Official SEAL
Name: Joni Hager JONI HAGER NOTARY PUBLIC - OREGON
(type or print) Commission No. 373447 My Commission expires: Oct. 7, 2007
FOR NOTARIZATION OF BORROWERS/MORTGAGORS
ACKNOWLEDGMENT (All-Purpose):
STATE OF, COUNTY OF
State, personally appeared
- Harry Staggs
personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/age subscribed to the within instrument and acknowledged to
me that he/sbe/they executed the same in his/her/their authorized capacity(ise), and that

{Acknowledgments on Following Pages}

by his/hor/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: Sudan Clark Name: Susan WARK (type or print)
My Commission expires: 09-39-3006 FOR NOTARIZATION OF BORROWERS/MORTGAGORS ACKNOWLEDGMENT (All-Purpose): STATE OF ______, COUNTY OF ______} ss. before me, the undersigned, a Notary Public in and for said On State, personally appeared 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: Name: (type or print) My Commission expires: (Seal) FOR NOTARIZATION OF BORROWERS/MORTGAGORS **ACKNOWLEDGMENT** (All-Purpose): STATE OF ______, COUNTY OF ______} ss. before me, the undersigned, a Notary Public in and for said State, personally appeared