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LISA SMITH, COUNTY RECORDER  
MADISON IOWA

State of Iowa \_\_\_\_\_ {Space Above This Line For Recording Data} \_\_\_\_\_

Prepared By: (name, address and telephone number)

Wells Fargo Bank, N.A.  
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**MODIFICATION TO HOME EQUITY LINE OF CREDIT  
AGREEMENT AND OPEN-END MORTGAGE**

This Modification Agreement (this "Agreement") is made this 4TH DAY OF MAY, 2007, between Wells Fargo Bank, N.A. (the "Lender") and JONATHAN M. MCANDREW, A MARRIED PERSON AND LIDNSEY MCANDREW, A NON-VESTED SPOUSE, HUSBAND AND WIFE

(individually and collectively, the "Borrower").

Borrower has entered into a home equity line of credit agreement (the "Line of Credit Agreement") with the Lender, dated May 19, 2006, in the original maximum principal amount of \$ 50,000.00. The Line of Credit Agreement is secured by a mortgage granted by Borrower in favor of Lender and dated the same date as the Line of Credit Agreement (together with any renewals, extensions, and modifications to it made prior to the date of this Agreement), which is recorded in Book/Roll 2006 at page(s) 2471 of the County of MADISON County, State of IOWA as document No. 20062471 (the "Security Instrument"), and covering real property located at 1423 WILLOW COURT, CUMMING, IOWA 50061

IA Loc Mod Agmt, HCWF#590v6 (5/23/06)



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Documents Processed 05-04-2007, 10:27:47

(the "Property") and described as follows:

**THE FOLLOWING DESCRIBED REAL ESTATE IN MADISON COUNTY, IOWA: LOT NINE (9) OF WALNUT COVE ESTATES SUBDIVISION, PLAT NO. 1, LOCATED IN THE NORTHWEST QUARTER (1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.**

The Borrower has requested and the Lender has agreed to modify certain terms of the Line of Credit Agreement and the Security Instrument as set forth below. All terms not defined in this Agreement shall have the same meanings as set forth in the Line of Credit Agreement.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**Change in Credit Limit.** The Lender and the Borrower agree that the credit limit under the Line of Credit Agreement is hereby increased to \$75,000.00 and that the lien of the Security Instrument shall secure the line of credit up to that amount as it is advanced and outstanding from time to time.

Each reference in the Security Instrument to the maximum amount of the line of credit is hereby amended to the extent necessary to reflect the modified credit limit.

The Borrower hereby agrees to pay to the Lender the following fees related to this Agreement:

N/A

\*This amount is an estimate. The actual recording/filing fee is shown on the HUD Settlement Statement that is attached to and incorporated into this Agreement.

Except as amended by this Agreement, all terms and conditions of the Line of Credit Agreement and the Security Instrument (including any previous modifications) shall remain in full force and effect, and this Agreement shall not affect the Lender's security interest in, or lien priority on, the Property. The Borrower agrees to be bound by and to perform all of the covenants and agreements in the Line of Credit Agreement and the Security Instrument at the time and in the manner therein provided.

This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

By signing this Agreement, the Borrower represents and warrants to the Lender that the Borrower has no counterclaims, set-offs or defenses to the Bank's rights under the Line of Credit Agreement or the Security Instrument.

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


This Agreement 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.

**Co-Trutor/Co-Mortgagor Liability.** As to any Borrower who signed the Security Instrument, but who did not execute the Line of Credit Agreement (a "co-trustor/co-mortgagor"), this Agreement does not modify, change or terminate the nature of the co-trustor/co-mortgagor's obligations in connection with the line of credit. The co-



trustor/co-mortgagor is not personally obligated to pay the debt evidenced by the Line of Credit Agreement and the Security Instrument (as renewed, extended, and amended hereby). The co-trustor/co-mortgagor agrees that the Lender and the Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Line of Credit Agreement or the Security Instrument (as renewed, extended, and amended hereby) without the co-trustor/co-mortgagor's consent.

The Borrower and the Lender have executed this Agreement under seal as of the day and year first above written.

  
Borrower **JONATHAN M MCANDREW** (Seal)

  
Borrower **LINDSEY MCANDREW** (Seal)

\_\_\_\_\_  
Borrower (Seal)

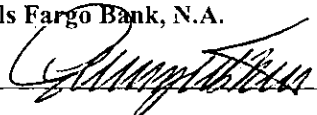
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Borrower (Seal)

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Borrower (Seal)

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Borrower (Seal)

\_\_\_\_\_  
Borrower (Seal)

Wells Fargo Bank, N.A.  
By:  (Seal)

Its: APP

{ Acknowledgments on Following Pages }



State of Iowa

County of Dallas

On May 10, 2007 before me, Vanessa Stevens/ Notary Public (here insert name and title of the officer), personally appeared Penny Tebben, 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 Vanessa Stevens (Seal)

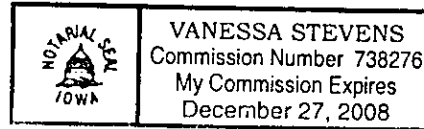
Vanessa Stevens

Notary Public

My Commission Expires : 12/27/2008

Notary Acting in Dallas County, Iowa

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



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FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

State of Iowa  
(County) of Polk

This instrument was acknowledged before me on 5/4/2007 (date) by  
Jonathan M McAndrew and Lindsey McAndrew  
(name(s) of person(s))

GERENE FARRELL  
NOTARIAL SEAL - STATE OF IOWA  
COMMISSION NUMBER 165114  
(State of Iowa)  
COMMISSION EXPIRES 5/19/2007

Gerene Farrell  
(Signature of notarial officer)  
Notary Public  
Title (and Rank)