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MICHELLE UTSLEH,
RECORDER
MADISON COUNTY, IOWA
515 237-3843

Mark Fasse
Prepared by:

9801 University Ave., Clive, Iowa 50325
Address:

Phone number:



Commit Norwest Bank
PO Box 2440
Omaha, NE 68103

Amendment to Mortgage/Deed of Trust
(HEALOC)

120052120001

This Amendment to Mortgage/Deed of Trust ("Amendment") is made as of this 15th day of September, 1998 by and between Norwest Bank Iowa, National Association, having its office at 9801 University Ave., Clive, Iowa 50325 (the "Lender"), and Stephen T. Hess and Eleanor D. Hess, Husband and Wife (whether one or more, the "Mortgagor").

Recitals

A. The Lender is the holder of the Home Equity Access Line Agreement of:

the Mortgagor (also referred to as the "Borrower"),
 Stephen T. Hess and Eleanor D. Hess, Husband and Wife (referred to as the "Borrower"), which is dated June 16, 1997, under which the Lender has extended to the Borrower a revolving line of credit (such Home Equity Access Line Agreement, together with any modifications to it made prior to the date of this Amendment, referred to as the "Note"). The credit limit for the revolving line of credit evidenced by the Note currently is \$ 50,000.00.

B. To secure payment of the amounts outstanding under the Note, the Mortgagor has given a mortgage or deed of trust to the Lender dated June 16, 1997, (such mortgage or deed of trust, together with any modifications to it made prior to the date of this Amendment, referred to as the "Mortgage"), covering and placing a lien upon the real property more particularly described in the Mortgage. The Mortgage was originally filed for record on July 14, 1997, in the office of the recorder of Madison County, as Document No. 177 in Book/Roll 190 Page/Image 157.

C. The Mortgagor acknowledges that the Mortgage is valid and enforceable and represents the Mortgagor's legal and binding obligations, free and clear of any claim, defense or offset.

D. The Mortgagor and the Bank now desire to amend the Mortgage to reflect certain changes to the Borrower's revolving line of credit with the Bank that is secured by the Mortgage.

E. Commencing at a point 390 feet South of the Northwest Corner of the Northwest Quarter (NW¹/₄) of Section 7, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa and running thence 610 feet, thence 270 feet, thence West 610 feet, thence North 270 feet to the place of beginning, EXCEPTING THEREFROM a tract of land described as commencing at the Northwest corner of Section 7, Township 77, Range 28 West of the 5th P.M., City of Earlham, Madison County, Iowa thence s 0°00'00" 120.00 feet; thence S 88° 36'30" W 100.00 feet; thence n 0°00'00" 120 feet the the Point of Beginning

Agreement

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

HEALOC Modification Agreement. The Borrower has executed and delivered to the Bank a HEALOC Modification Agreement dated September 15, 1998 (the "Modification"), which modifies the Note as follows:

- Change in Credit Limit. The Borrower's maximum credit limit under the revolving line of credit is changed to a maximum principal amount of \$ 75,000.00.
- Extension of Maturity Date. The revolving line of credit will terminate and the entire unpaid principal balance outstanding on the Note, together with any unpaid finance charges and other charges, will be due and payable in full on _____ Until such date, the Borrower agrees to make the monthly payments as disclosed in the Note, or if modified by the HEALOC Modification Agreement, as disclosed in the HEALOC Modification Agreement.
- Increased Rate of Finance Charge. The daily periodic rate is now equal to 1/365 of _____ % over the "Index Rate." The "Index Rate" is the variable reference rate, adjusted in accordance with the Note (if previously modified, as so modified), which is:
 - the highest prime rate published in the Wall Street Journal "Money Rates" table.
 - the 91-day Treasury Bill Rate (established at last auction average on a discount basis, rounded to the nearest .10%).
 - _____

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

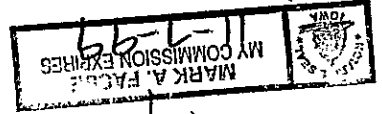
New Home Equity Access Line Agreement. The Note matured on _____, 19____, and the Mortgagor and Lender now desire to amend the Mortgage to reflect the execution and delivery by the Borrower to the Lender of a renewal and replacement Home Equity Access Line Agreement, dated _____, 19____ (the "Renewal Note"), which now evidences the Borrower's revolving line of credit described in the recitals above. The Renewal Note is issued in renewal and replacement of (and not in repayment of) the Note.

Clive, Iowa 50325

9801 University Ave.

Mark Fasse

This instrument was drafted by:



Notary Public

State of Iowa

Mark Fasse

Before me, a Notary Public in and for said county and state, personally appeared Stephen T. Hess and Eleanor D. Hess, Husband and Wife (a single person)(single persons)(husband and wife) and acknowledged the execution of the foregoing Amendment on this 15th day of September, 19 98.

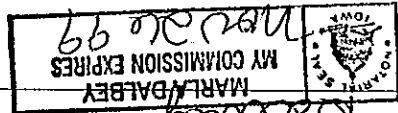
COUNTY OF Polk)

) ss.

STATE OF Iowa)



State of Iowa



Notary Public

Before me, a Notary Public in and for said county and state, personally appeared Mark Fasse, Vice President of Norwest Bank Iowa, a National Association, and acknowledged the execution of the foregoing Amendment on behalf of such Association on this 15th day of September, 19 98.

COUNTY OF Polk)

) ss.

STATE OF Iowa)

Mortgagor Eleanor D. Hess

Eleanor D. Hess

Mortgagor Stephen T. Hess

Stephen T. Hess

By: Mark Fasse

Mark Fasse

Norwest Bank Iowa, National Association

IN WITNESS WHEREOF, the Mortgagor and Lender have executed this Amendment as of the day and year first above written.

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

All original terms and conditions of the Mortgage (including any previous modifications) remain in full force and effect, except as modified by this Amendment, and the Mortgagor agrees to be bound by and to perform all of the covenants and agreements in the Mortgage at the time and in the manner therein provided.

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

Each reference in the Mortgage to the "Note" shall be deemed on and after the date of this Amendment to refer to the Renewal Note, together with any future extensions, modifications, or renewals thereof. The lien of the Mortgage shall continue to secure the revolving line of credit, which is now evidenced by the Renewal Note.

- the highest prime rate published in the Wall Street Journal "Money Rates" table.
- the 91-day Treasury Bill Rate (established at last auction average on a discount basis, rounded to the nearest .10%).

The "Index Rate" is the variable reference rate, adjusted in accordance with the Renewal Note, which is: _____, and it bears a daily periodic rate of finance charge equal to 1/365 of _____% over the "Index Rate." The Renewal Note is in the principal amount of \$ _____ (the credit limit). It matures on _____, amended to the extent necessary to reflect the principal amount (credit limit), maturity date, and rate of finance charge in the Renewal Note. The references in the Mortgage to the principal amount (credit limit), maturity date, and rate of finance charge in the Note are hereby