

INDX
ANNO
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

PREPARED/DRAFTED BY:

Firm Solutions, LLC
9119 Corporate Lake Drive, Suite 300
Tampa, Florida 33634
ATTN: Christina Drummond
342-2200
Loan Number: 9587920
File Number: M09011774
Freddie Mac Loan Number: 781832241

EL
When recorded mail to: **BMPG+**
Equity Loan Services, Inc.
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114
Attn: National Recordings 1120
4889662

, PH: 813-

BALLOON LOAN MODIFICATION

(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

**TWO ORIGINAL BALLOON LOAN MODIFICATIONS MUST BE EXECUTED BY THE BORROWER:
ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND ONE ORIGINAL IS TO BE
RECORDED IN THE LAND RECORDS WHERE THE
SECURITY INSTRUMENT IS RECORDED**

40147439

This Balloon Loan Modification ("Modification"), entered into effective as of February 1, 2009, between DALE M. HARTSOOK, A SINGLE PERSON ("Borrower"), and WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated January 25, 2002, securing the original principal sum of U.S. One hundred and Four thousand and 00/100 Dollars (\$104,000.00), and recorded on January 28, 2002 in Book 2002 at Page(s) 419, of the Official Records of Madison County, IA, and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument, (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property," located at: 1083 US HIGHWAY 169, WINTERSET, IA 50273 the real property and is described as follows:

See Exhibit "A" *-pg 4*

TAX ID NO.: 190030186003000

To evidence the election by the Borrower of the Conditional Right to Refinance as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of February 1, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$93,586.25.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at yearly rate of 5.625%, beginning February 1,

2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$605.14, beginning on March 1, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 1, 2032, (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at Wells Fargo Bank, N.A., 1 Home Campus, Des Moines, Iowa 50328-0001, or at such other place as the Lender may require.

4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever cancelled, null and void, as of the maturity date of the Note.

5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

(To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.)

2-3-2009 (Date) *Dale M. Hartsook* (Seal) -Borrower
DALE M. HARTSOOK

BORROWER ACKNOWLEDGMENT

State of Iowa
County of Dallas

The foregoing instrument was acknowledged before me this 3 day of February, 2009, by DALE M. HARTSOOK who are personally known to me (or provided 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.

(Seal) *Sarah Miller*
Notary Print Name: Sarah Miller
Notary Public, State of Iowa
My Commission Expires: 4-19-09
NOTARY SEAL MUST BE COMPLETELY LEGIBLE.



LENDER SIGNATURE

Lender does not, by its execution hereof, waive any right it may have against any person not a party hereto.
Lender Name: WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC.

By: Jane E. Hooper, Vice President Loan Documentation

Signature: Jane E Hooper

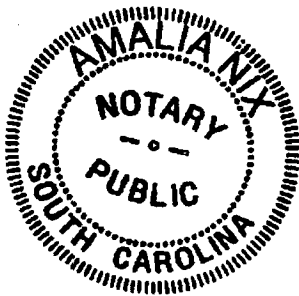
LENDER ACKNOWLEDGMENT

State: South Carolina §
County: York §

The foregoing instrument was acknowledged before me this 6th day of February, 2009, by Jane E. Hooper, Vice President Loan Documentation of WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC., who is personally known to me.

(Seal)


Amalia Nix
Notary Print Name: Amalia Nix
Notary Public, State of South Carolina
My Commission Expires: 10-17-10
NOTARY SEAL MUST BE COMPLETELY LEGIBLE.



Parcel "B" located in the South Half (1/2) of the Southeast Quarter (1/4) of Section One (1), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more precisely described as follows: Commencing at the South Quarter Corner of Section One (1), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence North 00°14'32" East 661.40 feet along the West line of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of said Section One (1) to the Point of Beginning; thence continuing North 00°14'32" East 637.29 feet to the Northwest Corner of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of said Section One (1); thence South 88°37'56" East 1025.70 feet along the North line of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of said Section One (1); thence South 00°14'31" West 637.07 feet; thence North 88°38'41" West 1025.70 feet to the Point of Beginning containing 15.001 acres.

AND

Parcel "E" located in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section One (1), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa more precisely described as follows: Beginning at the Northeast Corner of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section One (1), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence South 00°00'00" West 628.21 feet along the East line of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section One (1); thence North 88°38'41" West 371.66 feet; thence North 00°13'40" East 630.65 feet to the North line of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section One (1); thence South 88°15'26" East 369.22 feet to the Point of Beginning containing 5.351 acres including 2.061 acres of U.S Highway 169 right of way.


HARTSOOK
40147439

IA

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



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