

REC \$ 10⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

COMPUTER
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✓ AFTER RECORDING, RETURN TO:
DEB BATHEY
WELLS FARGO HOME MORTGAGE, INC.
13631 UNIVERSITY
CLIVE, IA 50265

LOAN NO: 8764496
FILED NO. 000005

BOOK 2002 PAGE 5

2002 JAN -2 PM 12: 39

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**LOAN MODIFICATION AGREEMENT
(PROVIDING FOR FIXED INTEREST RATE)**

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

This Loan Modification Agreement ("Agreement"), made this December 20, 2001, between GARY D AND MICHELLE BYERS, (borrower) and WELLS FARGO HOME MORTGAGE, INC. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust of Deed to Secure Debt (the "Security Instrument"), dated OCTOBER 24, 2001, and recorded in BOOK 2001, PAGE 4836, of the,

MADISON COUNTY RECORDER
(Name of Records)

Records of MADISON County,
(County and State, or other Jurisdiction)

and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

1251 HERITAGE AVE, EARLHAM, IA 50072
(Property Address)

the real property described being set forth as follows:

LEGAL DESCRIPTION: PARCEL "A", LOCATED IN THE NE QUARTER OF THE SE QUARTER OF SECTION 18, TOWNSHIP 77 NORTH, RANGE 28 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 3, PAGE 283 ON JULY 1, 1998, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of DECEMBER 20, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$102,850.00 consisting of the amount(s) loaned to the Borrower by the Lender and any Interest capitalized to date.
2. 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 the yearly rate of 7.375%, from DECEMBER 20, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$710.36 beginning on the FEBRUARY 1, 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on JANUARY 1, 2032 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at P.O. BOX 5137, DES MOINES, IOWA 50306-5137 or at such other place as the Lender may require.
3. If all or any part of the Property or any Interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
4. The Borrower also will comply with all other covenants, agreements, and requirements of 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, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Nothing in this Agreement 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 Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and the Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

WELLS FARGO HOME MORTGAGE, INC. (Seal)

By: *Gayle Hanson*
GAYLE HANSON
-Lender

Borrower(s)

Gary D Byers
GARY D BYERS

Michelle J. Byers
MICHELLE J BYERS

(Space Below This Line For Acknowledgments)

ACKNOWLEDGMENT

THE STATE OF IOWA

THE COUNTY OF MADISON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 20th DAY OF December, 2001 BY Gary D. Byers and Michelle J. Byers.

David A Koch
NOTARY PUBLIC, STATE OF IOWA
NOTARY'S NAME



NOTARY'S COMMISSION EXPIRES: _____

THE STATE OF IOWA

THE COUNTY OF MADISON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 20TH DAY OF DECEMBER 2001, GAYLE HANSON, WELLS FARGO HOME MORTGAGE, INC, A(N) CALIFORNIA CORPORATION, ON BEHALF OF SAID CORPORATION.

Kirsten Martin
NOTARY PUBLIC, STATE OF IOWA
NOTARY'S NAME - KIRSTEN E MARTIN

NOTARY'S COMMISSION EXPIRES: 6/30/02