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Prepared by:

Sharon Lisac @ Wells Fargo Bank Iowa, N.A., 9801 University, /Clive, Ia 50325-237-584373 COUNTY, IOWA

## MODIFICATION OF MORTGAGE

Mortgage Modification Agreement made August 28, 2001 between Steven M. Skold and Susan J. Skold husband and wife, (herein "Mortgagor") and Wells Fargo Bank Iowa, National Association (herein "Mortgagee").

NOTICE: This Mortgage secures credit in the amount of \$49,000.00. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

RECITALS

US Recordings, Inc. 2925 Country Drive Ste 201 St. Paul, MN 55117

- A. Mortgage dated August 30, 2001 originally secured payment of a loan in the amount of \$49,000.00 plus interest ("Mortgage A") evidensed by a Note, and any renewals thereof, executed by Mortgagor ("Note A").
- B. Mortgage A is recorded in the office of the Recorder of Madison County, Iowa, in Book 184\_ of Mortgages at Pages 308, and is or real estate situated in Madison County, described as follows:

The East Half (1/2) of Section 17; AND the Northwest Quarter (1/4) of the Southwest Quarter (1/4), the South Half (1/2) of the Southwest Quarter (1/4). And the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Sixteen (16); And the Northwest Quarter (1/4) oF Section 21; all in Township Seventy-Four (74) N, Range Twenty-six (26) West of the Fifth P.M. Madison County, Iowa

C. Mortgagor and Mortgagee desire that Mortgage A be modified as herein provided but that all terms not so modified remain unchanged and in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

- 1. <u>AMOUNT DUE</u>: Mortgagor acknowledges there is as of this date due and owing on the foresaid Mortgage A and Note A the principal sum of \$43,741.17 plus accrued interest.
- 2. <u>MODIFICATION OF NOTE</u>: Mortgagor shall execute a Modification Agreement to extend the maturity date of the note from August 28, 2001 to August 28, 2006 and to lower the interest rate from 9.00% fixed rate to 8.25% fixed in substantially the same form as the Modification Agreement attached hereto and incorporated herein by this reference. The Note as Modified and any renewals thereof shall be secured by Mortgage A.
- 3. <u>WARRANTY:</u> Mortgagor covenants and warrants that said Mortgage A is a first lien upon personal property described therein and upon the real estate described above.

- 4. <u>NO OTHER MODIFICATIONS:</u> Except as provided above, the said Mortgage A and all provisions thereof shall remain unaffected and unchanged by this Agreement and all terms and conditions and provisions of said Mortgage A not modified are hereby ratified and confirmed in all respects, and Mortgagor promises to pay the aforesaid sum with interest and in the manner stated above.
- I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT I VOLUNTARILY GIVE UP MY RIGHT TO PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTACT.

IN WITNESS WHEREOF: the parties have executed this instrument.

U08327673-01NW02  MORTGAGE MODIFIC  REF# 00485	WEL BY:	WELLS FARGO BANK IOWA, NATIONAL ASSOCIATION BY: Shuran me			
		Sharon Lisac	1	h	
US Recordings		Mark Fasse			
The undersigned borrower(s) acknowledge	wledge	es receipt of a cop	y of th	is instrument.	
	<u></u>	Susan A	4	Sel O	

STATE OF IOWA, POLK COUNTY, ss:

On this 28th day of August, 2001\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sharon Lisa and Mark Fasse, to me personally known, who being by me duly sworn, did say that they are the Vice President and Vice President respectively, of the corporation executing the within and foregoing instrument on behalf of the corporation by authority of its Board of Directors; and that Sharon Lisac and Mark Fasse as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily

EXECUTED. MARLA DALBEY

NOTARIAL SEAL - STATE OF IOWA

COMMISSION NUMBER 145589

MY COMMISSION EXPIRES

STATE OF IOWA, POLK COUNTY, ss:

On this 28<sup>th</sup> day of August, 2001 A.D., before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven M. Skold and Susan J. Skold\_\_\_\_, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.