

✓ AFTER RECORDING, RETURN TO:
KIRSTEN MARTIN
WELLS FARGO HOME MORTGAGE, INC.
6200 AURORA AVE, STE. 405E
URBANDALE, IOWA 50322

COMPUTER
RECORDED C
COMPANED _____

LOAN NO: 8439147
FILED NO. **004271**
BOOK **2001** PAGE **4271**
2001 SEP 24 PM 2: 54

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

_____(SPACE ABOVE THIS LINE FOR RECORDING DATA)_____

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

This Loan Modification Agreement ("Agreement"), made this September 19, 2001 between JAMES CARL AND PHYLLIS ANN JOHNSON, (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 JANUARY 29, 2001, and recorded in BOOK 2001, PAGE 310, of the,

MADISON COUNTY RECORDER
(Name of Records)

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

REC \$ 10⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

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

3365 218TH ST, ST. CHARLES, IA 50240
(Property Address)
the real property described being set forth as follows:

LEGAL DESCRIPTION: THE EAST HALF OF THE WEST HALF OF THE NW FRACTIONAL QUARTER OF THE SE FRACTIONAL QUARTER AND THE SOUTH 64 RODS OF THE WEST 20 RODS OF THE EAST 40 RODS OF SAID NW FRACTIONAL QUARTER OF THE SE FRACTIONAL QUARTER OF SECTION 36, IN TOWNSHIP 76 NORTH, RANGE 26 WEST OF THE 5TH P.M., 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 SEPTEMBER 19, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$207,500.00 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 6.875%, from SEPTEMBER 19, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$1363.13 beginning on the NOVEMBER 1, 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on OCTOBER 1, 2031 (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* -Lender
GAYLE HANSON

(Borrower(s))
James Carl Johnson
JAMES CARL JOHNSON
Phyllis Ann Johnson
PHYLLIS ANN JOHNSON

(Space Below This Line For Acknowledgments)

ACKNOWLEDGMENT

THE STATE OF IOWA
THE COUNTY OF MADISON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 19 DAY OF September, 2001 BY _____

Craig Hatler
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 _____ 19TH _____ DAY OF _____ SEPTEMBER 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