

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

REC \$ 15.00
AUD \$ _____
R.M.F. \$ 1.00

COMPUTER
RECORDED
COMPARED

LOAN NO: 8809232

CC FILED NO. 000370
BOOK 2002 PAGE 370
2002 JAN 23 PM 12:50

_____(SPACE ABOVE THIS LINE FOR RECORDING DATA)_____

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

This Loan Modification Agreement ("Agreement"), made this JANUARY 18, 2002, between STEVEN A. AND ANGELA S BENSHOOF, (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 AUGUST 7, 2001, and recorded in BOOK 2001, PAGE 3468, 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

2719 HIGHWAY 92, WINTERSET IOWA, 50273
(Property Address)

the real property described being set forth as follows:

LEGAL DESCRIPTION: SEE ATTACHED

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 JANUARY 18, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$169,300 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 6.75%, from JANUARY 18, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$1135.58 beginning on the MARCH 1, 2002, 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 "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)
-Lender
By: Gayle Hanson
GAYLE HANSON

Borrower(s)
Steven A. Benshoof
STEVEN A BENSHOOF
Angela S. Benshoof
ANGELA BENSHOOF

(Space Below This Line For Acknowledgments)

ACKNOWLEDGMENT

THE STATE OF IOWA
THE COUNTY OF ~~MADISON~~ Polk ⁽¹⁸⁾

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 18th DAY OF January, 2002 BY _____

Kara Fogarty
NOTARY PUBLIC, STATE OF Iowa
NOTARY'S NAME



NOTARY'S COMMISSION EXPIRES: 05/29/2004

THE STATE OF IOWA
THE COUNTY OF MADISON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 18TH DAY OF JANUARY 2002, GAYLE HANSON, WELLS FARGO HOME MORTGAGE, INC, A(N) CALIFORNIA CORPORATION, ON BEHALF OF SAID CORPORATION.

Brenda Brincks
NOTARY PUBLIC, STATE OF IOWA
NOTARY'S NAME - BRENDA BRINCKS

NOTARY'S COMMISSION EXPIRES: 4/30/04

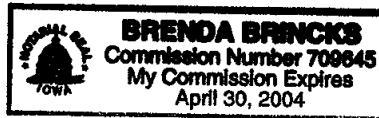


EXHIBIT "A"
LEGAL DESCRIPTION

Parcel "A" in the Northeast Quarter of the Northwest Quarter of Section 25, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Commencing at the Southwest Corner of the Northeast Quarter of the Northwest Quarter of Section 25, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, thence North 02°00'19" West 221.47 feet along the West line of said Northeast Quarter of the Northwest Quarter to a point on the centerline of Iowa Highway No. 92; thence North 82°18'44" East 132.12 feet along said Highway centerline; thence Easterly 444.67 feet along a 22,918.31 foot radius curve concave Southerly with a 444.65 foot chord bearing North 82°52'05" East to the Point of Beginning; thence continuing Easterly 649.90 feet along a 22,918.31 foot curve concave Southerly with a 649.88 foot chord bearing North 84°14'11" East along said Highway centerline; thence North 39°21'48" West 836.58 feet; thence South 30°41'29" West 277.34 feet; thence South 00°00'00" East 516.57 feet to the Point of Beginning, containing 5.863 acres, including 1.598 acres of Highway right-of-way