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MICHELLE UTSLER RECORDER MADISON COUNTY, IOWA

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RELEASED 10-2-98 SEE
MIGRECORD 202 PAGE 601

AS PREPARED BY KATHY WELLTK: 9801 UNIVERSITY CLIVE, TOWA 50325



Y0193-1766570

HEALOC and
Mortgage Modification

This Agreement is made this day of day of	nuary , <u>1997</u> bet	ween Norwest Bank
Iowa	National Association, existing under the laws of the Unite	ed States of America
having its office at Des_ Moines	, <u>Iowa</u> state	(the "Bank")
and Kenneth E. Niece and Margaret A. Niece	State	(the "Borrower")
residing at   Name(s) of borrower(s)  residing at   Address	, <u>Earlham</u>	, <u>Iowa</u>
and Kearesh EarNiece and Margaret A. Niece	City	State
Name(s) of mortgagor(s)	, Earlham	
Address	City	State
Recitals  1. The Bank is the holder of the Home Equity Access Line Agreement of the Borrower dated	b. Amount of Regular Minimum Monthly Payments Each regular minimum monthly payment will be cau the monthly statement is prepared and will be due in that statement (which will be approximately 15 d statement is prepared). Each regular minimum mon be the following amount (plus any Overline Amoun a fixed amount of \$	lculated on the day on the date shown ays after the day the nthly payment will
deed of trust ("Mortgage") to the Bank, dated	a payment that is equal to the greater of \$ or % of the unpaid loan bo	alance
1995_, subjecting to the lien thereof certain real estate located in County, more particularly described in the Mortgage. (state)	These two options may not fully repay the balar line of credit before the Maturity Date.	
3. The Mortgage was filed for record on February 16, 1995, in the office of the Michelle Utsella of the above named county as Document No. 2075	a payment that is equal to the finance charge (a premiums, if any) owing. This option will not full owing on this line of credit before the Maturity D	ly repay the balance
in Book/Roll	a. Margin  The daily periodic rate will be increased 1/365 of an annual rate of % over the "	
and that Treasurer placed his or her stamp on the Mortgage, said stamp bearing number 2075.  5. The Borrower/Mortgagor acknowledges that the Note and the Mortgage (including any previous modifications) are legal and binding obligations, free and clear of any claim, defense or offset.	in the Note (or as modified).  If the Borrower ceases to be an employee of the affiliates, the Bank will increase the annual rate  b. Index Rate The "Index Rate" is changed to the highest prin	by adding %.
<ol> <li>The Borrower/Mortgagor and the Bank now desire to make changes to the Note and Mortgage as described below.</li> <li>Agreement Accordingly, in consideration of the premises and other good and valuable</li> </ol>	the Wall Street Journal "Money Rates" table.  4. Other Charges The fees and charges described below will be due and close of the billing cycle during which such fees and chassessed, on the same due date as the regular minimum payment for that billing cycle (as specified in the month the Bank will send for that billing cycle).	narges were um monthly
consideration, each paid to the other, the parties to this agreement agree to the following changes effective on January 16 , 1997 , (if no date is filled in, the changes are effective as of the day and year first written above): (Check applicable boxes below.)  1. Line Access and Termination  a. Termination/Maturity Date  The Borrower/Mortgagor hereby agrees that this line of credit will terminate and the unpaid loan balance of the Note and any unpaid finance charges and other charges will be due and payable in full on	a. Over-the-credit-limit fee: The Borrower agrees to pay the Bank a \$ over-the-credit-limit fee each time the Bank, at i makes any loan which (when added to the unpa exceeds the credit limit. (If state law limits this fe billing cycle or period, only one over-the-credit-l charged during such billing cycle or period.)  b. Annual fee: The Personner agrees to pay the Bank of	ts sole discretion, nid loan balance) ee to one fee per
will be made on this line of credit on and after this date. Until that date the Borrower agrees to make monthly payments as disclosed in the Note, or if applicable, as disclosed below.	The Borrower agrees to pay the Bank a \$ annual fee. The annual fee will be charged each billing cycle that falls on the anniversary date of  c. Return payment fee:	h year during the the Note.
2. Regular Minimum Monthly Payments  a. Billing or Automatic Charge for Regular Minimum Monthly Payments  To repay my loans, the Bank will each month:  provide the Borrower with a bill stating the total payment due. The total payment due includes the regular minimum monthly payment, together with any past due regular minimum monthly payment(s) and all other charges then due on this line of credit.  automatically charge the Borrower's checking account  for the regular minimum monthly payment(s) due plus any annual fee due. If this account does not have enough money in it to make this automatic payment, the Bank	The Borrower agrees to pay the Bank a \$	
may, but is not required to, make a loan from this line of credit (in the automatic loan amount) to make the payment. (Any other charges due must be paid separately. The Bank may charge this account for these other charges if they are not paid.)  automatically charge the Borrower's account with another institution (under the terms of a separate written (ACH) transfer authorization) for the regular minimum monthly payment(s) due plus any annual fee due. (Any other charges due must be paid separately.)	### its scheduled due date. The late fee will be equal its scheduled due date. The late fee will be equal its scheduled due date. The late fee will be equal its scheduled amount of the minimum monthly payment.    The of \$ of the unpaid amount of the scheduled regular repayment.    No late fee will be assessed.	al to:
FW 12471 (4-96-171636-P)		

5. Credit Limit  a. Credit Limit Increase  The Borrower's credit limit is increased to \$ 17,500.00  b. Credit Limit Decrease	8. Reimbursement The Borrower agrees to pay or reimburse the Mortgagee for any and all fees payable to public officials in connection with this Agreement and the recording of this Agreement, including any mortgage registry tax that is due.
The lien of the Mortgage secures this line of credit up to the amount of this new credit limit as it is advanced and remains outstanding from time to time.  The references in the Mortgage to the maximum amount of the line of credit are hereby amended to the extent necessary to reflect the new maximum amount of the line of credit shown above. Each reference in the Mortgage to the line of credit shall be deemed, on and after the date of this Agreement, to refer to the modified maximum amount of the line of credit.	9. Change-In-Terms The Borrower agrees that the Bank may make certain changes to the terms of the line of credit and Note at specified times or upon the occurrence of specified events. The Bank may make insignificant changes, such as changes in the address for payments, billing cycle dates, payment due dates, day of the month on which index values are determined, index or interest rate rounding rules, and balance computation method (if the change produces an insignificant difference
6. Co-Borrower  a. Co-Borrower  The Borrower desires to add as a co-borrower on the Note and agrees to be bound by all of the terms of the Note (including any previous modifications) and this Agreement.  7. Credit Insurance  a. Credit Insurance (revolving)	in the interest the Borrower will pay). The Bank also may make changes that will benefit the Borrower, such as additional options or a temporary reduction in rates or fees. In accordance with federal law, the Bank also may change the index and margin the Bank uses to determine the annual percentage rate if that index is no longer available. The Bank can make any of these changes discussed above without the Borrower's consent, unless state law provides otherwise. The Bank will give the Borrower notice of any change that is required by law. The Bank also can make changes that the Bank and Borrower agree to in writing.
The Borrower is not required to buy credit insurance. If the Borrower chooses to buy this insurance from the Bank, it will repay the Home Equity Access Line of Credit loans if the Borrower dies, subject to the terms and conditions contained in the Certificate of Insurance.  The daily rate for this insurance and the corresponding amount per \$100 of my average daily balance each month as shown below.  Single Life Insurance  Daily rate  Corresponding  cost per \$100  ¢ per \$100  I want to buy the following credit insurance:	10. Stop Payment Conditions To be effective, a stop payment order (an "order") must contain the Borrower's name and account number, the number and exact amount of the check, and the name of the person to whom the check is payable, and it must be received in a time and manner that gives the Bank a reasonable opportunity to act on it. An order will be in effect for six months; however, the Bank reserves the right to remove an oral order after 14 days if the Borrower fails to confirm the order in writing within that time. The Borrower may renew an order in writing every six months. The Bank may pay a check after an order has expired even though the check is more than six months old. The Bank will have no liability if any of the information the Borrower provides in his or her order is incorrect and the Bank pays the check.
Single Credit Life Insurance  Signature  Date of birth  X  UNLESS SECTION 7 IS COMPLETED ABOVE, THIS AGREEMENT DOES NOT INCREASE OR EXTEND ANY REVOLVING CREDIT INSURANCE.	11. Other Terms Remain In Effect All original terms of the Note and Mortgage (as amended by any written modification) remain in effect except as amended hereby, and the Borrower/Mortgagor agrees to be bound by and to perform all of the covenants and agreements in the Note and Mortgage, if applicable, at the time and in the manner provided in the Note and Mortgage.
NOTICE TO CONSUMER  (For purposes of this notice, "Consumer" and "I" refer to the Mortgagor)  THIS IS A CONSUMER CREDIT TRANSACTION.	
I understand that:  I should not sign this agreement before I read the entire document, even I should not sign this if it contains any blank spaces.  I am entitled to an exact duplicate of this and any other agreement I sign I have the right to prepay the unpaid balance due under this agreement a unearned charges in accordance with the law.	at any time without penalty; and I may be entitled to receive a refund of
I should not sign this agreement before I read the entire document, even I should not sign this if it contains any blank spaces. I am entitled to an exact duplicate of this and any other agreement I sign I have the right to prepay the unpaid balance due under this agreement a unearned charges in accordance with the law.  IN WITNESS WHEREOF, the parties each executed this Agreement and acknowledges.	at any time without penalty; and I may be entitled to receive a refund of a without penalty; and I may be entitled to receive a refund of a without penalty; and I may be entitled to receive a refund of a without penalty; and I may be entitled to receive a refund of a without penalty; and I may be entitled to receive a refund of a without penalty; and I may be entitled to receive a refund of a without penalty; and I may be entitled to receive a refund of a without penalty; and I may be entitled to receive a refund of a without penalty; and I may be entitled to receive a refund of a without penalty; and I may be entitled to receive a refund of a without penalty; and I may be entitled to receive a refund of a without penalty; and I may be entitled to receive a refund of a without penalty; and I may be entitled to receive a refund of a without penalty; and I may be entitled to receive a refund of a without penalty; and I may be entitled to receive a refund of a without penalty; and I may be entitled to receive a refund of a without penalty; and I may be entitled to receive a without penalty; and I may be entitled to receive a without penalty; and I may be entitled to receive a refund of a without penalty pe
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I should not sign this agreement before I read the entire document, even I should not sign this if it contains any blank spaces. I am entitled to an exact duplicate of this and any other agreement I sign I have the right to prepay the unpaid balance due under this agreement accordance with the law.  IN WITNESS WHEREOF, the parties each executed this Agreement and acknown with the law.  IN WITNESS WHEREOF, the parties each executed this Agreement and acknown with the law.  IN WITNESS WHEREOF, the parties each executed this Agreement and acknown with the law.  IN WITNESS WHEREOF, the parties each executed this Agreement and acknown with the law.  IN WITNESS WHEREOF, the parties each executed this Agreement and acknown with the law.  IN WITNESS WHEREOF, the parties each executed this Agreement and acknown with the law.  IN WITNESS WHEREOF, the parties each executed this Agreement and acknowledged the execution of your with the law.  IN WITNESS WHEREOF, the parties each executed this Agreement and acknowledged the execution of your with the law.  IN WITNESS WHEREOF, the parties each executed the secution of your with the law.  IN WITNESS WHEREOF, the parties each executed the secution of your with the law.  IN WITNESS WHEREOF, the parties each executed the secution of your each parties each executed the secution of your executed the secuted with a single person, single persons) to me personally known to be the per executed the secuted with a single person, single persons) to me personally known to be the per executed the secuted the secution of your executed the secuted the secution of your executed the	wiledge the roceipt of a copy hereof as of the day and year first written above.  Mortgagor/Borrower Kenneth E. Niece  Mortgagor/Borrower Margaret A. Niece  Mortgagor/Borrower  Mortgagor
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