



354983

VA Loan Rider
VALR

THIS VA LOAN RIDER is made this 22ND day of APRIL,
19 92 to amend and supplement the Security Instrument of the same date given by me/us (sometimes
referred to as "Borrowers") to secure my Note with real estate to Norwest Mortgage, Inc. ("Lender")
of the same date (the "Note") and covering the property described in the Security Instrument and located at:

314 WALNUT ST, ST CHARLES, IOWA 50240
(Property Address)

I. ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument
I/we and Lender further covenant and agree as follows:

- A. Regulations (38 C.F.R. Part 36) issued under the Department of Veterans Affairs ("VA") guaranteed loan authority (38 U.S.C. Chapter 37) and in effect on the date of loan closing shall govern the rights, duties and liabilities of the parties to this loan and any provisions of this Security Instrument which are inconsistent with such regulations are hereby amended and supplemented conform thereto.
- B. In the event this loan is not guaranteed by the VA within 120 days after the date of loan closing, the entire outstanding balance secured by this Security Instrument may be declared due and payable at the option of the Lender.

II. MODIFICATION OF COVENANTS. Borrower and Lender hereby agree to amend the following covenants and agreements made in the Security Instrument.

Section 17 of the Security Instrument is hereby deleted and the following language is substituted in its place:

This loan may, at the option of the holder, become immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to 38 U.S.C. Section 1814.

- a. **Funding Fee.** A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the Lender, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. Section 1829 (b) (A veteran drawing compensation or a surviving spouse of a veteran who died from service connected disability).
- b. **Processing Charge.** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the Lender for determining the creditworthiness of the assumer and subsequently revising the Lender's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which 38 U.S.C. Section 1814 applies.
- c. **Indemnity Liability.** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

BY SIGNING BELOW, I/we accept and agree to the terms and covenants contained in this VA Loan Rider

Date 4-22-92
Charles H. Wells (SEAL)
CHARLES H. WELLS
Borrower

Lesa M. Wells (SEAL)
LESA M. WELLS
Borrower

Borrower

Borrower

COMPARED
FILED NO. **2548**
BOOK 162 PAGE 58
92 APR 22 PH 2:46
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA
Fee \$5.00

**THIS LOAN IS NOT ASSUMABLE WITHOUT THE
APPROVAL OF THE DEPARTMENT OF VETERANS
AFFAIRS OR ITS AUTHORIZED AGENT**