



Return To: Norwest Bank Iowa, N.A. Operations 550 Walnut St. Des Moines, IA 50306

HEALOC and Mortgage Modification

This Agreement is made this 27th day of September, 1995 between Norwest Bank Iowa, National Association, existing under the laws of the United States of America

having its office at Des Moines, Iowa (the "Bank")

and John C. Schofield Jr. and Chris Wittern Schofield, husband and wife (the "Borrower")

residing at R.R. #1 Box 104A, Booneville, Iowa

and Chris Wittern Schofield, aka Chris Wittern, a married person (the "Mortgagor")

residing at R.R. #1 Box 104A, Booneville, Iowa

Recitals

- 1. The Bank is the holder of the Home Equity Access Line Agreement of the Borrower dated 10-27, 1994, payable to the order of the Bank with the original maximum available principal amount of \$60,000.00 ("Note") with a maturity date of 10-27, 1999.
2. To secure payment of the Note, the Mortgagor has given a mortgage or deed of trust ("Mortgage") to the Bank, dated 10-27, 1994, subjecting to the lien thereof certain real estate located in Madison County, Iowa more particularly described in the Mortgage.
3. The Mortgage was filed for record on 11-14-94, 1994, in the office of the Recorder of the above named county as Document No. 1329 in Book 174 Page 640.
4. In connection with the filing of the Mortgage, a mortgage registry tax was paid to the Treasurer of said county in the amount of \$ on 1994, and that Treasurer placed his or her stamp on the Mortgage, said stamp bearing number.
5. The Borrower/Mortgagor acknowledges that the Note and the Mortgage are legal and binding obligations, free and clear of any claim, defense or offset.
6. The Borrower/Mortgagor and the Bank now desire to make changes to the Note and Mortgage (including any previous modifications) as described below.

d. Payment Amount

The Borrower hereby agrees that the Bank will automatically charge the checking account referenced in the Note on a monthly basis with: \$1,425.00; or

a payment equal to % of my Outstanding Balance* of unpaid loans under the Note as shown on my monthly statement or \$, whichever is greater; or

*"Outstanding Balance" means the unpaid balance of Home Equity Access Line loans outstanding at the beginning of the last day in the monthly billing cycle, plus any loans and minus any credits or additional payments made of such day.

a payment equal to the finance charge (and credit insurance premiums, if any) as shown on the Borrower's monthly statement.

e. Margin

The Borrower hereby agrees that the finance charge will be increased decreased to 1/365 of an annual rate of % over the "Index Rate," which is disclosed in the Note.

If the Borrower ceases to be an employee of the Bank or its affiliates, the Bank will increase the rate by adding %.

f. Account Number

The Borrower/Mortgagor hereby agrees that the lien of the Mortgage on the real estate described herein shall secure the Note connected with account number up to the date hereof, and shall secure amounts advanced in accordance with, and connected to, account number as of the date hereof and continuing until said Mortgage is fully satisfied in the manner provided by law.

g. Credit Limit

The Borrower/Mortgagor hereby agrees that the maximum available principal amount of the Note is now \$100,000.00 and that the lien of the Mortgage shall secure the line of credit up to that amount as it is advanced and 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 increased decreased maximum amount of the line of credit. 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.

h. 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.

i. Annual Participation Fee

The borrower hereby agrees to pay an annual participation fee of \$ You will automatically charge my checking account annually for the fee during the month which follows the anniversary date of the Note.

2. The finance charge for each monthly billing cycle will now be figured by:

- first, multiplying my unpaid loan balance at the end of the last day in the previous billing cycle by the applicable daily periodic rate;
• second, multiplying my unpaid loan balance at the end of each day in the current billing cycle, excluding the last day, by the applicable daily periodic rate;
• then, adding the results together.

3. 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 therein provided.

4. The Borrower agrees to pay or reimburse the Bank for any and all fees payable to public officials in connection with this Agreement and the recording hereof, including any mortgage registry tax that is due.

5. Unless paragraph 1.(b.) is checked, this Agreement does not increase or extend any revolving credit insurance Borrower purchased in connection with the Note. Credit insurance means credit life, credit accident and health and/or credit disability insurance.

Agreement

Accordingly, in consideration of the premises and other good and valuable consideration, each paid to the other, the parties hereto agree as follows:

1. a. Maturity/Termination Date

The Borrower/Mortgagor hereby agrees that this line of credit will terminate and that the unpaid principal balance of the Note and any unpaid finance charges or other charges will be due and payable in full on 1994. Until that date the Borrower agrees to make monthly payments as disclosed in the Note, or if applicable, as disclosed below.

b. Credit Insurance (revolving)

I am not required to buy credit insurance. I choose to buy this insurance from you, and it will repay my Home Equity Access Line of Credit loans if I die.

Amount of Insurance. The amount of insurance at one time is the lesser of:

- the amount of my unpaid Home Equity Access Line of Credit Loans; or
• The maximum coverage amount stated in the insurance certificate provided to me.

Period of Coverage. Credit life insurance, single or joint, will end when I or my co-borrower reach age 66.

Cost of Insurance. The cost of the credit life insurance I am buying from you will vary from month to month depending on the amount I owe. I understand that the premiums will be in addition to the finance charges on my Home Equity Access Line of Credit loans.

The daily rate for this insurance and the corresponding amount per \$100 of my average daily balance each month as shown below.

Table with 2 columns: Single Life Insurance, Joint Life Insurance. Rows: Daily rate %, Corresponding cost per \$100 ¢ per \$100. Includes checkboxes for Single Life Insurance and Joint Life Insurance.

Signature X Date Date of birth

c. Advance Amount

The Borrower hereby agrees that each loan under the Note will be \$ or as many times \$ as needed. Loans made to the Borrower by phone or by use of a special draft will be at least \$.

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 if otherwise advised.
- I should not sign this if it contains any blank spaces.
- I am entitled to an exact copy of this and any other agreement I sign.
- I have the right to prepay the unpaid balance due under this agreement at any time without penalty; and I may be entitled to receive a refund of unearned charges in accordance with the law.

IN WITNESS WHEREOF, the parties each executed this Agreement and acknowledge the receipt of a copy thereof as of the day and year above

Norwest Bank Iowa, National Association

Name of bank

By:

ITS Mark W. Christen, Asst. Vice President

Mortgagor/Borrower Chris Wittern Schofield aka Chris Wittern

Mortgagor/Borrower John C. Schofield, Jr.

Mortgagor/Borrower

Mortgagor/Borrower

STATE OF Iowa)
COUNTY OF Polk) ss.

On this 27th day of September, 19 95, before me, a Notary in and for said county personally appeared Mark W. Christen, to me personally known, who being by me duly (sworn or affirmed) did say that that person is Asst. Vice President of said association, that (the seal affixed to said instrument is the seal of said or no seal has been procured by said) association and that said instrument was signed and sealed on behalf of the said association by authority of its board of directors and the said Mark W. Christen acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

V. Kathleen Darrah

Notary Public



Iowa

STATE OF Iowa)
COUNTY OF Polk) ss.

On this 27th day of September, 19 95, before me, a Notary personally appeared Chris Wittern Schofield aka Chris Wittern and John C. Schofield, wife and husband with a single person, single persons to me personally 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.

V. Kathleen Darrah

Notary Public



Iowa

STATE OF)
COUNTY OF) ss.

On this day of 19, before me, a personally appeared (husband and wife, a single person, single persons) to me personally known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that executed the same as voluntary act and deed.

Notary Public

State of

This instrument was drafted by:

(Name of Bank)

(Address)

FILED NO. 1016
BOOK 178 PAGE 592
95 OCT 12 AM 10:30
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

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