



Document 2015 3630

Book 2015 Page 3630 Type 04 002 Pages 5

Date 12/08/2015 Time 10:46:29AM

Rec Amt \$27.00

INDX ✓
ANNO ✓
SCAN

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Recording Requested By,
WELLS FARGO BANK,
NATIONAL ASSOCIATION
231 W 2nd Street
Ottumwa, IA 52501

LEJ

And After Recording, Return To:
Wells Fargo Bank, National Association
BBSG-Boise Loan Ops LDI,
P.O. Box 34656 P.O. Box 659713
San Antonio, TX 78265-9827

ADDRESS TAX STATEMENT:
Clinton J Eckles and Nicole L Eckles
3346 200th Street
Dexter, IA 50070

Tax Account Number(s) of Real Property: 29029005182400100000, 29029006584200000000,
29029005184400000000

This documents prepared by: Chantha Bjerke, Wells Fargo Bank, National Association, 231 W 2nd Street,
Ottumwa, IA 52501, phone number: (641) 683-8124

MODIFICATION OF MORTGAGE

The names of all Grantors (sometimes "Mortgagor") can be found on page 1 of this Mortgage Modification. The names of all Grantees (sometimes "Mortgagee") can be found on page 1 of this Mortgage Modification. The property address can be found on page 5 of this Mortgage Modification. The legal description can be found on page 5 of this Mortgage Modification. The parcel identification number can be found on page 1 of this Mortgage Modification.

This Modification of Mortgage (this "Modification") is entered into as of November 14, 2015, by and between Clinton J Eckles and Nicole L Eckles, who acquired title as Clint James Eckles and Nicole Lynn Eckles, husband and wife ("Mortgagor") located at 3346 200th Street, Dexter, IA 50070, and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee"), with an office located at 231 W 2nd Street, Ottumwa, IA 52501.

Notice: This Mortgage secures credit in the amount of \$237,619.36. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.



RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Mortgage dated as of September 28, 2010, executed by Mortgagor to Mortgagee, and recorded on October 8, 2010, as Instrument No. 2010-2467, in Book 2010, at Page 2467 of the Official Records of Madison County, Iowa, as may have been modified from time to time ("Mortgage").

B. The obligations secured by the Mortgage have been modified, or certain additional obligations have been or are to be incurred which are to be secured by the Mortgage, or other modifications to the Mortgage have become necessary, and Mortgagor and Mortgagee have agreed to modify the Mortgage to accurately reflect the obligations as secured thereby or such other modifications.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Mortgage is hereby modified to include within the indebtedness and obligations secured by the Mortgage, the payment to Mortgagee of all indebtedness and performance of all obligations evidenced by and arising under that promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt, dated as of November 14, 2015, evidencing indebtedness of Clinton J Eckles and Nicole L Eckles to Mortgagee in the principal amount of \$237,619.36, with a final maturity date of December 15, 2029, (which represents the refinancing of that certain promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt dated as of September 28, 2010, and secured by the Mortgage), together with interest thereon, and any such indebtedness or other obligations incurred under or in connection with the credit accommodation evidenced, even if not specifically referenced therein.

2. The Mortgage is hereby modified to include within the indebtedness and obligations secured by the Mortgage, the payment of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt, at anytime secured by the Mortgage.

3. The Mortgage is hereby modified by amending and restating in its entirety the legal description of the real property described in the Mortgage as set forth on Exhibit A, attached hereto and incorporated herein, which shall be deemed to be the legal description set forth in the Mortgage as if originally described therein.

4. The real property and the whole thereof described in the Mortgage shall remain subject to the lien, charge or encumbrance of the Mortgage and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Mortgage, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes, loan or credit agreements, confirmation letters and disclosures, or other evidences of debt and/or the Mortgage.

5. All terms and conditions of the Mortgage not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Mortgage shall be read together, as one document.

6. Mortgagor acknowledges receipt of a copy of this Modification signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

MORTGAGEE:

MORTGAGOR:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

Clinton J Eckles and Nicole L Eckles

By: [Signature]
Chantha Bjerke
Title: Commercial Loan Officer

By: [Signature]
Name: Clinton J Eckles

By: [Signature]
Name: Nicole L Eckles

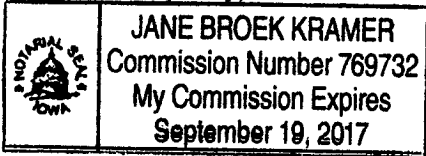
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Processor Initials KP

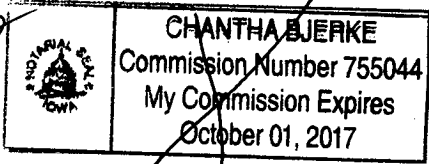
MORTGAGEE ACKNOWLEDGMENT

State of Iowa)
County of Wapello) ss.
Artair)

On this 16th day of November, 20 15, before me, the undersigned Notary Public, personally appeared Chantha Bjerke and known to me to be the banker, authorized agent for the Wells Fargo Bank, National Association, a national banking association, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said national banking association, duly authorized by the national banking association through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument.

Notary Signature: [Signature] Jane Broek Kramer
My commission expires: 10/01/2017 9-19-17

Seal (if any)


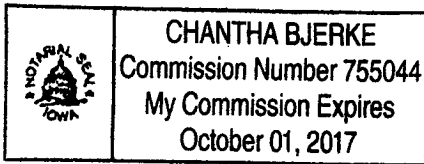
[Signature]


INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
County of Adair) ss.

This instrument was acknowledged before me on November 13th, 2015, by Clinton J Eckles.

Stamp/Seal



[Signature]
Signature of Notarial Officer

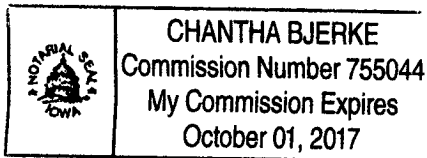
Notary
Title (or Rank for Military Personnel)
My Commission expires 10/01/2017

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
County of Adair) ss.

This instrument was acknowledged before me on November 13th, 2015, by Nicole L Eckles.

Stamp/Seal



[Signature]
Signature of Notarial Officer

Notary
Title (or Rank for Military Personnel)
My Commission expires 10/01/2017

EXHIBIT A
(Description of Property)

Exhibit A where Real Property or its address is commonly known as Pt of Sec 18, T76N R29W, Earlham, IA 50072.

Description of Property

Parcel "B" located in the North Half ($\frac{1}{2}$) of the Fractional Northwest Quarter ($\frac{1}{4}$) and part of the Northeast Quarter ($\frac{1}{4}$) of Section Eighteen (18), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 100.94 acres, as shown in Plat of Survey filed in Book 2004, Page 1765 on April 21, 2004, in the Office of the Recorder of Madison County, Iowa.