

BK: 2019 PG: 641
Recorded: 2/26/2019 at 9:46:48.0 AM
Pages 7
County Recording Fee: \$37.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$40.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

_____ State of Iowa _____ {Space Above This Line For Recording Data} _____

Prepared By: (name, address and telephone number)
Wells Fargo Bank, N.A.
SARAH L KELLER
DOCUMENT PREPARATION
2324 OVERLAND AVE
BILLINGS, MT 59102
1-866-537-8489



133871

Requested by/Return to:
ATI - Omaha Office
11010 Burdette Street
PO Box 641010
Omaha, NE 68164
ROBBIE L FUGATE

Parcel Identification #: 500090980011000

Reference No: 20183550002150

**MODIFICATION TO HOME EQUITY LINE OF CREDIT
AGREEMENT AND OPEN-END MORTGAGE**

This Modification Agreement (this "Agreement") is made this 24th day of January, 2019, between Wells Fargo Bank, N.A. (the "Lender") and ROBBIE L. FUGATE AND JENNIFER M. FUGATE, A MARRIED COUPLE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON

(individually and collectively, the "Borrower").

Borrower has entered into a home equity line of credit agreement (the "Line of Credit Agreement") with the

Lender, dated November 30, 2015 , in the original maximum principal amount of \$ 40,000.00 . The Line of Credit Agreement is secured by a mortgage granted by Borrower in favor of Lender and dated the same date as the Line of Credit Agreement (together with any renewals, extensions, and modifications to it made prior to the date of this Agreement), which is recorded in Book/Roll 2015 at page(s) 3678 of the County of MADISON County, State of IA as document No. N/A (the "Security Instrument"), and covering real property located at 3080 235TH ST, SAINT CHARLES, IA 50240 (the "Property") and described as follows:

SEE ATTACHED EXHIBIT

The Borrower has requested and the Lender has agreed to modify certain terms of the Line of Credit Agreement and the Security Instrument as set forth below. All terms not defined in this Agreement shall have the same meanings as set forth in the Line of Credit Agreement.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Change in Credit Limit. The Lender and the Borrower agree that the credit limit under the Line of Credit Agreement is hereby increased to \$90,000.00 and that the lien of the Security Instrument shall secure the line of credit up to that amount as it is advanced and outstanding from time to time.

Each reference in the Security Instrument to the maximum amount of the line of credit is hereby amended to the extent necessary to reflect the modified credit limit.

As a precondition to making the changes set forth above, the Borrower hereby agrees to pay to the Lender at the time of signing this Agreement the other finance charges and other charges that are enumerated and disclosed on the attached Statement of Fees, Charges, and Disbursements Addendum which is integrated by reference into this Agreement.

Except as amended by this Agreement, all terms and conditions of the Line of Credit Agreement and the Security Instrument (including any previous modifications) shall remain in full force and effect, and this Agreement shall not affect the Lender's security interest in, or lien priority on, the Property. The Borrower agrees to be bound by and to perform all of the covenants and agreements in the Line of Credit Agreement and the Security Instrument at the time and in the manner therein provided.

This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

By signing this Agreement, the Borrower represents and warrants to the Lender that the Borrower has no counterclaims, set-offs or defenses to the Bank's rights under the Line of Credit Agreement or the Security Instrument.

The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Agreement, and the recording thereof, including any mortgage registry tax that may be due.

Borrower hereby acknowledges Borrower has received, read and retained a copy of the Agreement and Statement of Fees, Charges, and Disbursements Addendum provided to me by Lender, all of which I agree to by signing this Agreement.

This Agreement does not increase or extend any revolving credit insurance Borrower purchased in connection with the line of credit. Credit insurance means credit life, credit accident and health and/or credit disability insurance.

Co-Trutor/Co-Mortgagor Liability. As to any Borrower who signed the Security Instrument, but who did not execute the Line of Credit Agreement (a "co-trustor/co-mortgagor"), this Agreement does not modify, change or terminate the nature of the co-trustor/co-mortgagor's obligations in connection with the line of credit. The co-trustor/co-mortgagor is not personally obligated to pay the debt evidenced by the Line of Credit Agreement and the Security Instrument (as renewed, extended, and amended hereby). The co-trustor/co-mortgagor agrees that the Lender and the Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Line of Credit Agreement or the Security Instrument (as renewed, extended, and amended hereby) without the co-trustor/co-mortgagor's consent.

The Borrower and the Lender have executed this Agreement under seal as of the day and year first above written.

Robbie L Fugate
Borrower ROBBIE L. FUGATE

Jennifer M Fugate
Borrower JENNIFER M. FUGATE

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801

Loan Originator's Name: JENNIFER LYNN HITCHCOCK
NMLSR ID: 983237

Wells Fargo Bank, N.A.

By: Bob Vang 2/11/2019 (Seal)

Its: Bob Vang Vice President Loan Documentation

{ Acknowledgments on Following Pages }

FOR NOTARIZATION OF LENDER PERSONNEL

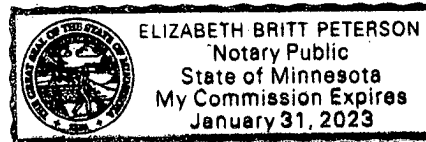
STATE OF Minnesota)
) ss.
COUNTY OF Dakota)

On this 11th day of February, 2019, before me, a Notary Public in and for said county personally appeared Bob Vang, to me personally known, who being by me duly (sworn or affirmed) did say that that person is VICE PRESIDENT LOAN DOCUMENTATION Wells Fargo Bank, N.A. 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 VICE PRESIDENT LOAN DOCUMENTATION Wells Fargo Bank, N.A. acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Elizabeth Brit Peterson
Notary Public Elizabeth Britt Peterson

State of Minnesota

My commission expires: 01/31/2023



FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

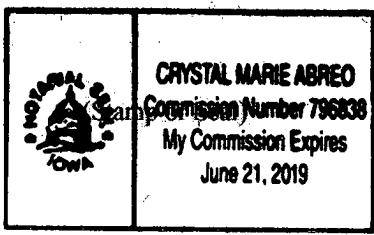
State of IOWA
(County) of Warren

This instrument was acknowledged before me on January 24th, 2019 (date) by

ROBBIE L. FUGATE

JENNIFER M. FUGATE

(name(s) of person(s))



[Handwritten Signature]
(Signature of notarial officer)
Notary Public
Title (and Rank)



EXHIBIT A

Reference: 20183550002150

Account: XXX-XXX-XXX0322-1998

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY IN SAINT CHARLES, MADISON COUNTY, IOWA: PARCEL I: THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N1/2NE1/4SE1/4) OF SECTION 9, TOWNSHIP 75 NORTH, RANGE 26 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA. PARCEL II: PARCEL "D" BEING THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N1/2NE1/4SE1/4); AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4SE1/4), ALL IN SECTION 9, TOWNSHIP 75 NORTH, RANGE 26 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, CONTAINING 28.940 ACRES, AS SHOWN IN AMENDED PLAT OF SURVEY FILED IN BOOK 2009, PAGE 2889 ON SEPTEMBER 17, 2009, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA, EXCEPT PARCEL "D", BEING THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N1/2NE1/4SE1/4); AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4SE1/4), ALL IN SECTION 9, TOWNSHIP 75 NORTH, RANGE 26 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, CONTAINING 24.317 ACRES, AS SHOWN IN THE AMENDED PLAT OF SURVEY FILED IN BOOK 2005, PAGE 227 ON JANUARY 18, 2005, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA.