DELAWARE COUNTY IOWA
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BOOK 2004 PAGE 314
DEBORAH L. FARNAM
DELAWARE COUNTY RECORDER

21.00

US Bank National Assoc.
PO Box 5308 PO-OR-P7CD
Portland, OR 97228
Attn: Barbara Wisniewski

Prepared By: PAIGE NORTON, U.S. BANK NATIONAL ASSOCIATION, 918 17TH STREET 4TH FLOOR, DENVER, CO 80202, (303) 585-6952

RECORDATION REQUESTED BY:
U.S. BANK NATIONAL ASSOCIATION
Downtown Denver
0001022
918 17th St, 4th Floor
Denver, CO 80202

WHEN RECORDED MAIL TO:
U.S. Bank
1850 Osborn Ave
Oshkosh, WI 54901

FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 22, 2003, is made and executed between WILLIAM D MCCOOL, whose address is 22100 179TH AVENUE, MANCHESTER, IA 52057 and TAMARA A MCCOOL, whose address is 22100 179TH AVENUE, MANCHESTER, IA 52057; Husband and wife (referred to below as "Grantor") and U.S. BANK NATIONAL ASSOCIATION, whose address is 0001022, 918 17th St, 4th Floor, Denver, CO 80202 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 24, 2003 (the "Mortgage") which has been recorded in DELAWARE County, State of Iowa, as follows:

Recorded in the Office of the County Recorder
Date of Recording: March 10, 2003
Document No. 127-238 Book 2003 Page 1042.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in DELAWARE County, State of Iowa:

LOT SEVEN (7), BLOCK THREE (3) IN "OAK WAY SUBDIVISION" IN MILO TOWNSHIP, DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 3 PLATS, PAGE 16; SAME BEING A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION FOUR (4) AND OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION FIVE (5), TOWNSHIP EIGHTY EIGHT (88) NORTH, RANGE FIVE (5), WEST OF THE FIFTH PRINCIPAL MERIDIAN.

The Real Property or its address is commonly known as 22100 179TH AVENUE, MANCHESTER, IA 52057. The Real Property tax identification number is 000240040100800

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Borrower has requested, and Lender has agreed to, the following modification(s) in the Indebtedness secured by the Mortgage:

Extension of the maturity date of the Indebtedness secured by the Mortgage.

The changes described above are evidenced by an agreement by the parties dated December 22, 2003 (the "Note Agreement Amendment") amending the Note Agreement.

The maturity date of the Mortgage is hereby extended to October 31, 2004.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or

modification, but also to all such subsequent actions. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 22, 2003.

GRANTOR:

X William D McCool
WILLIAM D MCCOOL, Individually

X Tamara A. McCool
TAMARA A MCCOOL, Individually

LENDER:

X Kimberly A. Shafer SVP
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF DELAWARE)

On this 7th day of January, A.D., 2004, before me, a Notary Public in and for said County and State, personally appeared WILLIAM D MCCOOL, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he or she executed the same as his or her voluntary act and deed.

NOTARIAL SEAL IOWA
LINNY EMRICH
Clerk of District Court
Delaware County

Linny Emrich
Notary Public in the State of

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA)
) SS
COUNTY OF DELAWARE)

On this 7th day of January, A.D., 2004, before me, a Notary Public in and for said County and State, personally appeared TAMARA A MCCOOL, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he or she executed the same as his or her voluntary act and deed.

NOTARIAL SEAL IOWA
LINNY EMRICH
Clerk of District Court
Delaware County

Linny Emrich
Notary Public in the State of

LENDER ACKNOWLEDGMENT

STATE OF Colorado)
) SS
COUNTY OF Denver)

On this 14 day of Jan, A.D., 20 04, before me, the undersigned Notary Public in said County and State, personally appeared Barbara Shelley and known to me to be the SVP, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 and that the seal affixed is the corporate seal of said Lender.

By Linda Hall Residing at
Notary Public in and for the State of Colorado My commission expires 8-17-05

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