DELAWARE COUNTY IOWA
FILED

2004 NOV 30 AM 10: 05

BOOK 2004 PAGE 4430
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
10.00

Jason Heisler, Fidelity Bank & Trust 208 2ND ST. SE P.O. Box 277 DYERSVILLE, IA 52040 (563)-875-7157
Preparer's Name | Street Address | City | Phone

WHEN RECORDED, RETURN TO:

Fidelity Bank & Trust
208 2ND ST. SE P.O. BOX 277
DYERSVILLE, IA 52040

Open End

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE ("Modification") is dated 11/26/2004 *between:*
COLLETTE R. MOSER

(referred to below as "Mortgagor"), whose address is 408 NEW ST., COLESBURG, IA 52035 and Fidelity Bank & Trust referred to below as "Mortgagee") whose address is 208 2ND ST. SE P.O. BOX 277 DYERSVILLE, IA 52040.

MORTGAGE. Mortgagor and Mortgagee have previously entered into a open end mortgage dated 11/18/2003 and recorded in the County Recorder's office of DELAWARE County, State of IOWA in Book 2003 Page 5529 and modifications of the mortgage, if any dated and recorded as

Date	County and State of Recording	Book Number	Page Number(s)

The mortgage and any previous modifications described above are collectively referred to as the "Mortgage."

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property, buildings, improvements and fixtures located in DELAWARE County, State of IOWA (the "Mortgaged Property"):

COMMENCING AT A POINT 211 FEET WEST OF THE SOUTHEAST CORNER OF LOT 10 ON THE SOUTH BOUNDARY LINE OF LOT 10 ON THE SOUTH BOUNDARY LINE OF LOT 10 OF THE SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 3 WEST OF THE 5TH P.M., ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 1, PAGE 73 IN THE OFFICE OF THE DELAWARE COUNTY RECORDER; THENCE WESTERLY ALONG THE SOUTH SIDE OF SAID LOT 10 A DISTANCE OF 72.5 FEET, THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 10 A DISTANCE OF 120.4 FEET, THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 10 A DISTANCE OF 68.7 FEET, THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO POINT OF BEGINNING, EXCEPT THE SOUTH 15 FEET THEREOF, SUBJECT TO HIGHWAYS AND EASEMENTS OF RECORD.

The address of the Mortgaged Property is: 408 NEW STREET, COLESBURG, IA 52035.

MODIFICATION. The Mortgagor and Mortgagee agree to modify the Mortgage, in addition to any previous modifications stated above, as follows:
THIS MODIFICATION OF MOGAGE INCREASES THE CREDIT AMOUNT TO $40,000.00. 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.

SIGNATURE(S) AND ACKNOWLEDGMENT On Reverse Side Hereof

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CONTINUING VALIDITY. The terms of the Mortgage shall remain unchanged and in full force and effect, except as expressly modified above. Mortgagee's consent to this Modification does not waive Mortgagee's right to require strict performance of the Mortgage as modified above nor obligate Mortgagee to agree to any future modifications. Nothing in this Modification shall be construed as satisfaction of the Promissory Note or other credit agreement secured by the Mortgage (the "Note"). The indebtedness of the Mortgagor to the Mortgagee evidenced by the Note is a continuing indebtedness and the security interest created by the Mortgage is a continuing security interest. Nothing contained in this Modification shall be interpreted to mean any outstanding balance owing under the Note is paid or any security interest created by the Mortgage is released or terminated. The Mortgagee intends to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, unless a party is expressly released by Mortgagee in writing. If a person who signed the Mortgage does not sign this Modification, then all persons signing below acknowledge and agree that this Modification is given conditionally, based on the representation to the Mortgagee that the non-signing person consents to the changes and provisions of this Modification and will not be released by it.

EACH MORTGAGOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH MORTGAGOR AGREES TO ITS TERMS. EACH MORTGAGOR HEREBY ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS MODIFICATION OF MORTGAGE.

MORTGAGEE NAME AND ADDRESS	MORTGAGOR(S) SIGNATURE(S)
Fidelity Bank & Trust 208 2ND ST. SE P.O. BOX DYERSVILLE, IA 52040	Polly Moser P.O.A COLLETTE MOSER, By: Polly Moser, P.O.A.
By Jason Heisler JASON HEISLER, LOAN OFFICER	

ACKNOWLEDGMENT FOR MORTGAGEE

STATE OF IOWA }
COUNTY OF Dubuque } **ss.**

On this 26TH NOVEMBER, before me, the undersigned, a Notary Public, the foregoing instrument was acknowledged by

of Fidelity Bank & Trust, an Iowa Corporation, on behalf of the Corporation.

My Commission Expires: _____

_____
Notary Public

ACKNOWLEDGMENT FOR MORTGAGOR(S)

STATE OF IOWA }
COUNTY OF Dubuque } **ss.**

On this 26TH, NOVEMBER **2004**, before me, the undersigned, a Notary Public, the foregoing instrument was acknowledged by

COLLETTE MOSER A SINGLE PERSON ,By: Polly Moser, P.O.A.

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.

My Commission Expires: 1-13-07

NOTARIAL SEAL IOWA
BRIAN HODGSON
Commission Number 726353
My Commission Expires
1-13-07

_____
Notary Public

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