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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

FOR RECORDER'S USE ONLY

**Prepared By: Rena Striegel, U.S. Bank National Association, 222 Second Ave SE, Cedar Rapids, IA 52401, (319) 368-4239**

**RECORDATION REQUESTED BY:**
**U.S. Bank National Association, Cedar Rapids , 222 Second Ave SE, Cedar Rapids, IA 52401**

**WHEN RECORDED MAIL TO:**
**US Recordings, 2925 Country Drive Ste 201, St. Paul, MN 55117**

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# MODIFICATION OF MORTGAGE

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 1 of this Modification. The legal description can be found on page 1 of this Modification. The parcel identification number can be found on page 1 of this Modification. The related document or instrument number can be found on page 1 of this Modification.

**THIS MODIFICATION OF MORTGAGE dated September 1, 2006, is made and executed between William M Thomas, whose address is 1035 New Street, Manchester, IA 52057 and Laura K Thomas, whose address is 1035 New Street, Manchester, IA 52057; Husband and wife (referred to below as "Grantor") and U.S. Bank National Association, whose address is 222 Second Ave SE, Cedar Rapids, IA 52401 (referred to below as "Lender").**

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 9, 2003 (the "Mortgage") which has been recorded in Delaware County, State of Iowa, as follows:

**Recorded in the Office of the County Recorder**
**County of Recording: Delaware County, Iowa**
**Date of Recording: October 13, 2003**
**Book 2003 at Page 4963.**

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

THE SOUTH ONE-HALF (S1/2) OF LOT TWENTY ONE (21), LOTS TWENTY TWO (22) AND TWENTY THREE (23), AND THE NORTH TWO AND ONE-HALF (21/2) FEET OF LOT TWENTY FOUR (24), BLOCK THREE (3), SUNNYSIDE ADDITION TO MANCHESTER, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 1 PLATS, PAGE 141.

The Real Property or its address is commonly known as 1035 New Street, Manchester, IA 52057. The Real Property tax identification number is 000630292000400. The Real Property parcel identification number is 000630292000400.

**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:**

Addition of new Indebtedness secured by the Mortgage.

To evidence the modification(s) described above, the following references in the Mortgage definition of "Note" are amended to read as follows:
Date of Note: September 1, 2006
Principal Amount of Note: $55,000.00
Maturity Date: November 1, 2006

The Note described above has been issued in substitution for, and not in repayment of, the Note as originally described in the Mortgage.

The substitution Note described above evidences new Indebtedness in the principal amount of $44,750.00. The parties hereby agree that the Mortgage will secure all existing and new Indebtedness evidenced by the substitution Note described above.

**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 SEPTEMBER 1, 2006.**

**GRANTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.**

**GRANTOR:**

X William M. Thomas
**William M Thomas**

X Laura K Thomas
**Laura K Thomas**

**LENDER:**

**U.S. BANK NATIONAL ASSOCIATION**

X
**Authorized Signer**
Rena Striegel

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa )
) SS
COUNTY OF Linn )

On this 5th day of September, A.D., 20 06, before me, a Notary Public in and for said County and State, personally appeared **William M Thomas**, 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.

Notary Public in the State of Iowa
Erica M. Jodsaas

ERICA M. JODSAAS
Commission Number 741612
My Commission Expires
July 10, 2009

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa )
) SS
COUNTY OF Linn )

On this 5th day of September, A.D., 20 06, before me, a Notary Public in and for said County and State, personally appeared **Laura K Thomas**, 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.

Notary Public in the State of Iowa
Erica M. Jodsaas

ERICA M. JODSAAS
Commission Number 741612
My Commission Expires
July 10, 2009

## LENDER ACKNOWLEDGMENT

STATE OF Iowa )
) SS
COUNTY OF Linn )

On this 5th day of September, A.D., 20 04 before me, the undersigned Notary Public in said County and State, personally appeared Rena Striegel and known to me to be the Private Banker, 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 Erica M. Jodsaas Residing at 222 2nd Ave SE Cedar Rapids
Erica M Jodsaas
Notary Public in and for the State of IA My commission expires 7-10-09

ERICA M. JODSAAS
Commission Number 741612
My Commission Expires
July 10, 2009

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