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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

FOR RECORDER'S USE ONLY

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

2004-4981

RECORDATION REQUESTED BY:
U.S. Bank National Association, Cedar Rapids Private Banking, 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 August 4, 2009, is made and executed between Daniel W Alden, whose address is 4155 Alta Vista Drive, Center Point, IA 52213-9522; Joanne Alden, Husband and wife, whose address is 4155 Alta Vista Drive, Center Point, IA 52213-9522 and Harlan D Bond, a single person, whose address is 301 3rd Street, Delaware, IA 52036-0035 (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 July 16, 2004 (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: August 6, 2004
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REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Delaware County, State of Iowa:

SITUATED IN THE COUNTY OF DELAWARE AND STATE OF IOWA: LOTS 907, 908, 909, 910, 911, 912, 913, 1104, 1105, 1106, 1107, 1108, 1109, AND 1110, DELAWARE, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 2 L. D., PAGES 488-489; SAME BEING PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 89 NORTH, RANGE 4, WEST OF THE FIFTH PRINCIPAL MERIDIAN

The Real Property or its address is commonly known as 301 3rd St, Delaware, IA 52057-8761. The Real Property tax identification number is 470000203400 & 470000203410. The Real Property parcel identification number is 470000203400 & 470000203410.

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.

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: August 4, 2009
Principal Amount of Note: $17,884.00
Maturity Date: August 4, 2012

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

Since the time of execution of the Mortgage, the original Grantor has married Joann Alden (the "Additional Grantor"). The Additional Grantor hereby subjects to the lien of the Mortgage all of his/her right, title and interest in and to all of the Real Property, the Personal Property and the Rents, if any (including without limitation homestead and/or marital rights, if any, whether vested or contingent) covered by, and described in, such Mortgage, all upon the terms described in, and subject to the terms of, the Mortgage. Further, the Additional Grantor hereby agrees to assume liability for all obligations and responsibilities of the "Grantor" contained in the Mortgage.

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 AUGUST 4, 2009.

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

This Notice is required by Iowa law. In this Notice the term "you" means the Grantor named above.

NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

GRANTOR:

X _____
Daniel W Alden

X _____
Joanne Alden

X _____
Harlan D Bond

LENDER:

U.S. BANK NATIONAL ASSOCIATION

X _____
Authorized Signer
Nicole L Hodge

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) **SS**
COUNTY OF Linn)

On this 4 day of Aug, A.D., 20 09, before me, a Notary Public in and for said County and State, personally appeared **Daniel W Alden,** 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 Nicole L Hodge

NICOLE L HODGE
Notarial Seal - Iowa
Commission # 224199
My Commission Expires 8-23-11

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) **SS**
COUNTY OF Linn)

On this 4 day of Aug, A.D., 20 09, before me, a Notary Public in and for said County and State, personally appeared **Joanne Alden,** 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 Nicole L Hodge

NICOLE L HODGE
Notarial Seal - Iowa
Commission # 224199
My Commission Expires 8-23-11

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA)
) SS
COUNTY OF LINN)

On this 4 day of Aug, A.D., 20 09, before me, a Notary Public in and for said County and State, personally appeared **Harlan D Bond**, 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.

NICOLE L HODGE
Notarial Seal - Iowa
Commission # 224199
My Commission Expires 8-23-11

Notary Public in the State of IOWA Nicole L Hodge

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Linn)

On this 4 day of Aug., A.D., 20 2009, before me, the undersigned Notary Public in said County and State, personally appeared Nicole Hodge and known to me to be the AVP, authorized agent for **U.S. Bank National Association** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **U.S. Bank National Association,** duly authorized by **U.S. Bank National 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 and in fact executed this said instrument on behalf of **U.S. Bank National Association.**

By [signature] micheleblood Residing at Cedar Rapids

Notary Public in and for the State of IA My commission expires 1/8/2011

MICHELE BLOOD
Commission Number 220039
My Commission Expires
January 8, 2011

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