Document 2008 1807

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INDX V/ ANNOV **SCAN**

LISA SMITH, COUNTY RECORDER MADISON 10WA

CHEK

s	tate of Iowa ————	Space Above This Line For Recording Data
	: ERIC JOHNSON	•
	UNION STATE BANK	
	P.O. BOX 110,	
	WINTERSET, IA 50273	(515) 462-2161
Return To:	UNION STATE BANK	
}	P.O. BOX 110	
	201 W. COURT AVE	
	WINTERSET, IA 50273	
		OF OPEN-END MORTGAGE
DATE AND		Real Estate Modification (Modification) is <u>06-02-2008</u> es and their addresses are:
MORTG	AGOR: CARL TESSMER AN 1840 137TH ST EARLHAM, IA 500	ND SARA TESSMER, HUSBAND AND WIFE
		dendum incorporated herein, for additional Mortgagors, The Addendum is located on
LENDER	: UNION STATE BANK	
	ORGANIZED AND EXIST	ING UNDER THE LAWS OF THE STATE OF IOWA
	P.O. BOX 110	
	201 W. COURT AVE	
	WINTERSET, IA 50273	
BACKGROU	JND. Mortgagor and Lender	entered into a Security Instrument dated 12-31-2001
		2001 BK 2001 Pq 59 20 The Security Instrument was
recorded in	the records of MADISON	
County, lov	va at <u>COUNTY RECORDE</u> F	
in <u>MADISO</u>	<u>N</u>	County at <u>1840 137TH STREET,</u>
	, IA 50072	
	ty is described as: (If the lo y Instrument, it is located or	egal description of the property is not on page one of PAGE 4
EXHIBIT		

MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. (Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)

PROMISSORY NOTE # 4250026953 TO CARL AND SARA TESSMER IN THE AMOUNT OF \$300,000.00 WITH A MATURITY DATE OF JUNE 2, 2028.

X	MAXIMUM	OBLIGATIO	N LIMIT.	The total	principal	amount	secured	by the	Security
Ins	strument at a	any one time	will not e	xceed \$30	0,000,00)		X v	vhich is a
\$1	00,000.00		🛭 🖾 i	ncrease [□ decrea	se in t	he total	principal	amount
se	cured. This	limitation of	famount	does not	include in	terest ar	nd other	fees and	charges
va	lidly made p	oursuant to	the Secur	ity Instrum	nent. Also	, this lir	nitation d	loes not	apply to
		e under the						der's sec	urity and
to	perform any	of the cover	nants cont	ained in the	Security I	nstrume	nt.		

WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

NOTICE TO CONSUMER

(For purposes of this Notice, "You" means Mortgagor)

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 with penalty and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents.

this Modification. Mortgagor also acknowledges receipt of a copy of the Modification. MORTGAGOR: $\frac{6-2-08}{(Date)}$ animination CTA > (Signature) (Date) LENDER: UNION STATE BANK JOHNSON, SENIOR VICE PRESIDENT ACKNOWLED MENT: STATE OF IOWA , COUNTY OF ≚rc (Individual) On this <u>28TH</u> ____ day of <u>MAY</u>, <u>2008</u> before me, a Notary Public in the state of lowa, personally appeared <u>CARL TESSMER; SARA</u> TESSMER, HUSBAND AND WIFE to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed. My commission expires: (Seal) SANDRA D. CORKREAN Commission Number 712413 My Commission Expired , COUNTY OF MADISON STATE OF JOWA (Lender) day of <u>JUNE, 2008</u> , before me, a On this 2ND___ Notary Public in the state of Iowa, personally appeared ERIC JOHNSON , to me personally known, who being by me duly sworn or affirmed did say that person is SENIOR VICE PRESIDENT of said entity, (that seal affixed to said instrument is the seal of said entity or no seal has been procured by said entity) and that said instrument was signed and sealed, if applicable, on behalf of the said entity by authority of its SENIOR VICE PRESIDENT _____ and the said SENIOR VICE PRESIDENT acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed. My commission expires: (Seal) SANDRA D. CORKREAN Commission Number 712413 My Commission Explise -10-10

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in

Exhibit A

The Northwest Quarter (1/4) and the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-Eight (28); and the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Twenty-One (21), All in Township Seventy-Seven (77) North, Range Twenty-Eight (28) West of the 5th P.M., Madison County, Iowa.