## Document 2008 1626

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INDX / ANNO / SCAN

LISA SMITH, COUNTY RECORDER MADISON IOWA

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s	tate of lowa	——— Space Above This Line For Recording Data ————
Prepared By	: DUANE GORDON	The second secon
	UNION STATE BANK	
	P.O. BOX 110,	
	WINTERSET, IA 50273	(515) 462-2161
Return To:	UNION STATE BANK	
	P.O. BOX 110	
	201 WEST COURT	
	WINTERSET, IA 50273	
		OF OPEN-END MORTGAGE
DATE AND		Real Estate Modification (Modification) is <u>05-15-2008</u> ies and their addresses are:
MORTG	AGOR: DONALD R. EYERL WIFE AS JOINT DE 1671 FOX TRL WINTERSET, IA 50	
		dendum incorporated herein, for additional Mortgagors,
•	_	The Addendum is located on
LENDER	: UNION STATE BANK	
		FING UNDER THE LAWS OF THE STATE OF IOWA
	P.O. BOX 110	
	201 WEST COURT	•
BACKCBO	WINTERSET, IA 50273	entered into a Security Instrument dated <u>08-15-2005</u>
BACKGRO	and recorded on O8-16-	2005 . The Security Instrument was
	the records of MADISON	
		. The property is located
in MADISC	on	County at 1671 FOX TRAIL, WINTERSET,
IA 50273		
The proper	ty is described as: (If the le	egal description of the property is not on page one of
this Securi	v Instrument, it is located or	EXHIBIT "A" ON PAGE 4

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.)

## AND

ANY PRESENT AND FUTURE LOANS MADE TO DONALD R. EYERLY AND MARK RUBY DBA E&R ENTERPRISES.

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.

SIGNATU this Modi	SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.					
MORTGA	GOR	_				
(Signature)	DONALD R EYERLY JR.		(Date)			
(Signature)	SHRISTINE K. EYERLY		5 - 16 - 08 (Date)			
			THE PERSON NAMED IN THE PE			
(Signature)		•	STA 7 (Date)			
 LENDER:	UNION STATE BANK		SEAL SEAL ADISON SS.			
DUAN	NE GORDON, VICE PRESIDENT		MAN EDOST O'M			
ACKNOW	/LEDGMENT:		William SELL			
(Individual)		, COUNTY OF M	ADISON } ss.			
(marriagal,	On this <u>15TH</u> day of <u>MAY</u> Notary Public in the state of lowa, pe		d DONALD B EYERLY JR			
	CHRISTINE K. EYERLY, HUSBAND					
	known to be the person(s) named in					
	and acknowledged that he/she/they	executed the s	same as his/her/their voluntary			
	act and deed.					
-	My commission expires:  (Seal)	(1) 11 a	$\sim 20$			
	DUANE GORDON Commusion Number 156154 My Commission Expires	<u> </u>	(Notary Public)			
	STATE OF JOWA	, COUNTY OF M	IADISON } ss.			
(Lender)	On this 15TH day of MAY		, before me, a			
	Notary Public in the state of lowa, pe					
	being by me duly sworn or affirmed d	lid say that perso	to me personally known, who on is <u>VICE PRESIDENT</u> affixed to said instrument is the			
	seal of said entity or no seal has					
	instrument was signed and sealed,	•	· · ·			
	authority of its DUANE GORDON	<del></del>	and the said			
	VICE PRESIDENT					
	acknowledged the execution of said said entity by it voluntarily executed.		e the voluntary act and deed of			
	My commission expires:	Dandia	O. Carlonean			
	(Seal)		(Notary Public)			
	SANDRA D. CORKREAN Commission Number 712413					



The following described real estate, to-wit: Commencing at the Southeast corner of the West Fractional Half (1/2) of the Southwest Quarter (1/4) of Section Seven (7), running thence North 80 rods, thence East 40 rods, thence North to the Northeast corner of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section Seven (7), thence West to the center of the main channel of Middle River, thence up the main channel of said river to the West line of the Southwest Quarter of said Section Seven (7), thence South on said line to the center of the main channel of Middle River, thence up the center of said river to the South line of the Southwest Quarter (1/4) of said Section Seven (7); thence East to the place of beginning, excepting therefrom all that part of the North 22 acres of the West Fractional Half (1/2) of the Southwest Quarter (1/4) of Section Seven (7) lying South and East of the main channel of Middle River and containing 1 acre, more or less, and excepting all that part of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section Seven (7) lying North and East of Middle River; also, Lot 2 of the Southwest Quarter (1/4) of the Southeast Quarter (1/4), and the Southeast Quarter (1/4) of the Southwest Quarter (1/4) except Lots 1 and 2 thereof, of Section Seven (7), excepting that part of the East Half (1/2) of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) and of said Lot 2 of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) described as follows: Commencing at the Southeast corner of said Lot 2, thence Westerly along the North line of the public highway a distance of 2 rods, thence in a Northwesterly direction approximately 40 rods to a point 10 rods East of Middle River, thence West to said river, thence Northerly along said river to the North line of said East Half (1/2) of the Southeast Quarter (1/4) of the Southwest Quarter (1/4), thence East to the public highway, thence South along the West line of said highway to the place of beginning; also all that part of the Northwest Fractional Quarter (1/4) of Section Eighteen (18) lying South and East of the main channel of Middle River and containing 104.41 acres, more or less; also, the West Fractional Half (1/2) of the Southwest Quarter of Section Eighteen (18); also the following described tract of land: Commencing at the Northeast corner of the Northwest Quarter (1/4) of Section Eighteen (18), thence South 50 rods, thence East 23 rods, thence North to the center of the main channel of Middle River, thence up the center of the main channel of Middle River to the North line of said Section Eighteen-(18), thence West to the place of beginning; all of said land being in Township Seventyfive (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,