

004347

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RECS. 15.00
AUDS _____
P.M.F. \$ 1.00

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER
RECORDED
COMPARED _____

Prepared By: , , , ,

RECORDATION REQUESTED BY:
First Westroads Bank, Inc.
10855 West Dodge Road
Omaha, NE 68154

WHEN RECORDED MAIL TO:
First Westroads Bank, Inc.
10855 West Dodge Road
Omaha, NE 68154

FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 17, 2000, is made and executed between Joseph Mandolfo AKA Joe Mandolfo and Nancy R. Mandolfo, whose address is 14243 Hamilton Street, Omaha, NE 68154 (referred to below as "Grantor") and First Westroads Bank, Inc., whose address is 10855 West Dodge Road, Omaha, NE 68154 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 5, 1999 (the "Mortgage") which has been recorded in MADISON County, State of Iowa, as follows:

Mortgage Recorded on March 9, 1999 in Book #206 and Page #706 in Filed Number 3660 in Madison County, Iowa.

REAL PROPERTY DESCRIPTION: The Mortgage covers the following described real property located in MADISON County, State of Iowa:
See attached exhibit "A"

The Real Property or its address is commonly known as EAST HIGHWAY 92, WINTERSET, IA, 50273.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Indebtedness. The word "Indebtedness" shall mean all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable.

Grantor. The word "Grantor" shall mean Joseph Mandolfo AKA Joe Mandolfo and Nancy R. Mandolfo.

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 endorser 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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 17, 2000.

GRANTOR:

x Joseph Mandolfo
Joseph Mandolfo AKA Joe Mandolfo,
Individually

x Nancy R. Mandolfo
Nancy R. Mandolfo, Individually

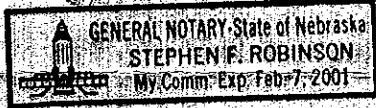
LENDER:
x [Signature]
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA)
) SS
COUNTY OF MADISON)

On this 17 day of May, A.D. 2000, before me, a Notary Public in and for said County and State, personally appeared Joseph Mandolfo AKA Joe Mandolfo and Nancy R. Mandolfo, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Stephen F. Robinson
Notary Public in the State of _____

LENDER ACKNOWLEDGMENT

STATE OF IOWA)
) SS
COUNTY OF MADISON)

On this 17th day of May, A.D. 2000, before me, the undersigned Notary Public in said County and State, personally appeared Stephen F. Robinson and known to me to be the Executive Vice President, 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 Shari Pate
Notary Public in and for the State of Nebraska

Residing at Omaha, Nebraska
My commission expires 3-24-04



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3660
3-9-09

EXHIBIT "A"

LEGAL DESCRIPTION:

A part of Lot 1, Mandolfo Addition, Plat No. 1, City of Winterset, Madison County, Iowa, described as beginning at the Southwest corner of said Lot No. 1; thence North $90^{\circ} 00' 00''$ East 238.36 feet along the South line of said Lot No. 1; thence North $00^{\circ} 00' 12''$ West 490.02 feet along a line 10.00 feet East of and parallel to the East line of the IGA Grocery Building as it is now exists to a point on the North line of said Lot No. 1; thence Southwesterly 258.17 feet along a 904.90 foot radius curve concave Southeasterly with a 257.29 foot long chord bearing South $68^{\circ} 04' 17''$ West; thence South $00^{\circ} 03' 00''$ East 393.93 feet along the West line of said Lot No. 1 to the Point of Beginning containing 2.457 acres.