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MICHELLE "MICKI" UTSLER, COUNTY RECORDER  
MADISON IOWA

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### MODIFICATION TO MORTGAGE AND PARTIAL RELEASE

This Modification to Mortgage and Partial Release ("Modification"), is made this 7<sup>th</sup> day of April, 2004 among Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), and Dan L Alstott ("Borrower(s)") (collectively referred to herein as the "parties").

#### RECITALS

This Modification is made with reference to the following facts:

A. The Borrower(s) made, executed, and delivered to America's Wholesale Lender ("Lender") and Mortgagee, that certain Mortgage dated October 27, 2003, and recorded on November 12, 2003, in Book 2003, Page 6779, as Filed No. 6779, in the Official Records in the Office of the County Recorder of Madison County, State of Iowa ("Mortgage"), securing a Note dated October 27, 2003, in the principal amount of One Hundred Eighty Six Thousand Dollars and 00/100 (\$186,000.00) in favor of the Mortgagee and legally describing the real property as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

B. The purpose of this Modification is to correct the legal description. At the time the above referenced Mortgage was recorded an incorrect legal description was inadvertently contained therein.

#### TERMS OF MODIFICATION

1. For value received, the parties hereto do hereby modify said Mortgage to provide that the legal description therein shall be as follows ("Secured Property"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

2. The Borrower(s) do(es) hereby mortgage, grant and convey the Secured Property to Mortgagee under the Mortgage together with power of sale subject to each and all of the terms and conditions of the Mortgage, including this Modification thereto.

3. The Borrower(s) and the Mortgagee do(es) hereby release without warranty to the person or persons legally entitled thereto, all the estate in and to any portion of the legal description first described hereinabove, which is not included within the description to the Secured Property.

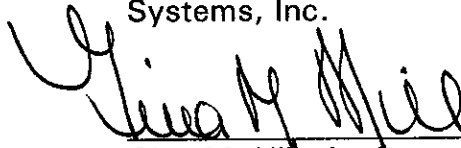
4. The terms of the Mortgage, which are incorporated herein by reference, shall remain in full force and effect and be binding thereon to the extent they are not inconsistent with the provisions of this Modification. In the event of any inconsistency between the provisions of this Modification and the original Mortgage, the provisions of this Modification shall control. The Mortgage, herein modified, when signed by all parties hereto, shall constitute one Mortgage.

5. This Modification shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.

6. This Modification may be executed in counterparts, but shall be of no force and effect unless and until all parties to this Modification have duly executed this document.

IN WITNESS WHEREOF, the parties hereto have executed this Modification the day and year first above written.

Mortgage Electronic Registration  
Systems, Inc.



Gina M. Hill, Assistant Secretary



Dan L. Alstott, Borrower

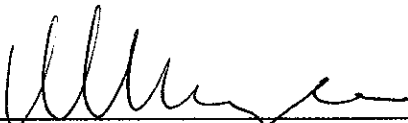
**(ALL SIGNATURES MUST BE ACKNOWLEDGED)**

**CERTIFICATE OF ACKNOWLEDGMENT**

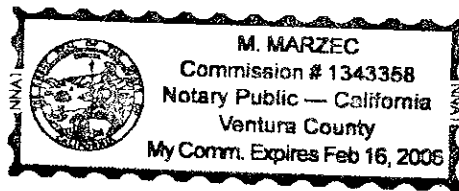
STATE OF CALIFORNIA )  
 )  
COUNTY OF VENTURA ) ss.

On this 7<sup>th</sup> day of April, 2004, before me, M. Marzec, Notary Public, personally appeared Gina M. Hill, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



M. Marzec  
Notary Public - Commission No. 1343358  
Commission Expires: February 16, 2006



TYPE OF DOCUMENT:

Modification to Mortgage and  
Partial Release

DOCUMENT DATE:

April 7<sup>th</sup>, 2004

NUMBER OF PAGES:

4

SIGNER(S) OTHER THAN ABOVE:

Dan L Alstott

CAPACITY(IES) CLAIMED BY SIGNER:

Assistant Secretary

SIGNER IS REPRESENTING:

Mortgage Electronic  
Registration Systems, Inc.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IOWA )  
 )  
COUNTY OF MADISON ) ss.

On this 8<sup>th</sup> day of April, 2004, before me, CONNIE HARVEY, Notary Public, personally appeared Dan L. Aistoff, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Connie Harvey

Notary Public - Commission No.:  
Commission Expires:



## EXHIBIT "A"

The Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Seven (7), in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M. Madison County, Iowa.

All situated in the County of Madison, State of IA.

**EXHIBIT "B"**

PARCEL "B"- A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE 1/4 NE 1/4) OF SECTION 7 TOWNSHIP 76 NORTH, RANGE 29 WEST OF THE 5th P.M., MADISON COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID SECTION7;

THENCE S 00'20'40" E, ALONG THE EAST LINE OF SAID NE 1/4 NE 1/4, A DISTANCE OF 488.63' TO A IRON PIN AT THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S 00'20'40" E A DISTANCE OF 837.93' TO A IRON PIN;

THENCE N 89'42'36" W A DISTANCE OF 1320.02' TO A IRON PIN;

THENCE N 00'11'03" W A DISTANCE OF 831.35' TO A IRON PIN;

THENCE S 89'59'43 E A DISTANCE OF 1317.64' TO THE POINT OF BEGINNING;

TO THE POINT OF BEGINNING. CONTAINING 25.37 ACRES OF LAND INCLUDING 0.64 ACRES OF COUNTY ROAD RIGHT OF WAY