

MICHELLE "MICKI" UTSLER, COUNTY RECORDER  
MADISON IOWA

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>

✓ UNION STATE BANK P.O. BOX 110 201 WEST COURT WINTERSSET, IA 50273 (515) 462-2161  
(name, address, and phone number of preparer)

State of Iowa

Space Above This Line For Recording Data

### MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 04-16-2004.  
The parties and their addresses are:

**MORTGAGOR:** RICHARD L. WINEBRENNER AND D. JEAN WINBREENER, HUSBAND AND WIFE  
2651 265TH STREET  
PERU, IA 50222

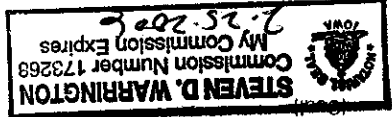
**LENDER:** UNION STATE BANK  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA  
P.O. BOX 110  
201 WEST COURT  
WINTERSSET, IA 50273

**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated 07-26-2001 and recorded on 07-27-2101. The Security Instrument was recorded in the records of THE RECORDER OF MADISON County, Iowa at BOOK 2001 ON PAGE 3301.  
The property is located in MADISON County at 2651 265TH STREET, PERU, IA 50222

Described as:

THE WEST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) AND THE EAST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION TWENTY-SIX (26), AND A TRACT OF LAND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION TWENTY-FIVE (25), AND RUNNING THENCE WEST 160 RODS, THENCE NORTH 26 2/3 RODS, THENCE EAST 160 RODS, THENCE SOUTH 26 2/3 RODS TO THE PLACE OF BEGINNING, IN TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 35,073.00  
LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS  
TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.**



*[Signature]*  
Notary Public

My commission expires:

his/her/their voluntary act and deed.

executed the foregoing instrument, and acknowledged that he/she/they executed the same as

to me known to be the person(s) named in and who

state of Iowa, personally appeared RICHARD L. WINBRENNER, D. JEAN WINBRENNER, HUSBAND AND WIFE

On this 16TH day of APRIL, 2004, before me, a Notary Public in the

STATE OF IOWA, COUNTY OF MADISON, } ss.

**ACKNOWLEDGMENT:**

\_\_\_\_\_  
(Signature) (Date) (Signature) (Date)

\_\_\_\_\_  
(Signature) (Date) (Signature) (Date)

*[Signature]* RICHARD L. WINBRENNER (Date) \_\_\_\_\_  
*[Signature]* D. JEAN WINBRENNER (Date) 4-16-04

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

**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.

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

**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.

**MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$125,000.00  which is a \$89,927.00  increase  decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

**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 NOTES #6000023019, #6000023205, #6000023895 AND #6000024315 BETWEEN UNION STATE BANK AND COBETT COMPANY