

Document 2004 2504

Book 2004 Page 2504 Type 04 01 Pages 3  
Date 6/01/2004 Time 12:20 PM  
Rec Amt \$21.00

COMPUTER	✓
RECORDED	✓
COMPARED	_____

MICHELLE "MICKI" UTSLER, COUNTY RECORDER  
MADISON IOWA

Prepared By: PEGGY A OSTRANDER, U.S. BANK NATIONAL ASSOCIATION, 520 Walnut St, Des Moines, IA 50309, (515) 245-6234

**RECORDATION REQUESTED BY:**

~~U.S. BANK NATIONAL ASSOCIATION  
Des Moines Private Client Group  
520 Walnut St  
Des Moines, IA 50309~~

**WHEN RECORDED MAIL TO:**

US Recordings  
2925 Country Drive Ste 201  
St. Paul, MN 55117

FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

18737011

46341303

THIS MODIFICATION OF MORTGAGE dated May 11, 2004, is made and executed between SHANNON R HAYES, whose address is 2908 187TH ST, WINTERSET, IA 50273 and DESIREE A FLETCHER-HAYES, whose address is 2908 187TH ST, WINTERSET, IA 50273; Husband and wife (referred to below as "Grantor") and U.S. BANK NATIONAL ASSOCIATION, whose address is 520 Walnut St, Des Moines, IA 50309 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 5, 2003 (the "Mortgage") which has been recorded in MADISON County, State of Iowa, as follows:

**DATE OF MORTGAGE/DEED OF TRUST:** June 5, 2003  
**RECORDED IN OFFICE OF THE:** Recorder  
**COUNTY OF RECORDING:** Madison  
**DATE OF RECORDING:** June 24, 2003  
**FILED NO.** 3653 Book 2003 Page 3653

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in MADISON County, State of Iowa:

LOTS TWO (2) AND THREE (3), BRUMFIELD RURAL ESTATES SUB-DISTRICT, A SUBDIVISION OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION SEVENTEEN (17), IN TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

The Real Property or its address is commonly known as 2908 187TH ST, WINTERSET, IA 50273. The Real Property tax identification number is 45045008176605200000

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

**Borrower has requested, and Lender has agreed to, the following modification(s) in the Indebtedness secured by the Mortgage:**

Addition of new Indebtedness secured by the Mortgage

To evidence the modification(s) described above, the following references in the Mortgage definition of "Note" are amended to read as follows:

**Date of Note:** May 11, 2004  
**Principal Amount of Note:** \$159,400.000  
**Maturity Date:** June 5, 2009

The Note described above has been issued in substitution for, and not in repayment of, the Note as originally described in the Mortgage. The substitution Note described above evidences new Indebtedness in the principal amount of \$754.41. The parties hereby agree that the Mortgage will secure all existing and new Indebtedness evidenced by the substitution Note described above.

**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

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 463411303

the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers 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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

**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 11, 2004.**

**GRANTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.**

GRANTOR:

X *Shannon R Hayes*  
SHANNON R HAYES

X *Desiree A Fletcher-Hayes*  
DESIREE A FLETCHER-HAYES

LENDER:

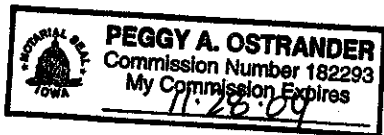
U.S. BANK NATIONAL ASSOCIATION

X *Peggy A Ostrander*  
Authorized Signer  
*Peggy A Ostrander*

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Iowa )  
 ) SS  
COUNTY OF Polk )

On this 11 day of May, A.D., 20 04, before me, a Notary Public in and for said County and State, personally appeared **SHANNON R HAYES**, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he or she executed the same as his or her voluntary act and deed.



*Peggy A Ostrander*  
Notary Public in the State of Iowa  
*Peggy A Ostrander*

MODIFICATION OF MORTGAGE  
(Continued)

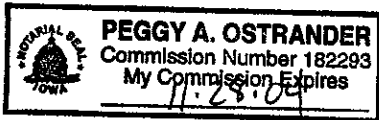
Loan No: 463411303

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa )  
 ) SS  
COUNTY OF Polk )

On this 11 day of May, A.D., 20 04, before me, a Notary Public in and for said County and State, personally appeared **DESIREE A FLETCHER-HAYES**, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he or she executed the same as his or her voluntary act and deed.



Peggy A Ostrander  
Notary Public in the State of Iowa  
Peggy A. Ostrander

LENDER ACKNOWLEDGMENT

STATE OF Iowa )  
 ) SS  
COUNTY OF Polk )

On this 11<sup>th</sup> day of May, A.D., 20 04, before me, the undersigned Notary Public in said County and State, personally appeared Peggy Ostrander and known to me to be the Relationship Manager 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 Ann D. Barron  
Notary Public in and for the State of IA

Residing at Des Moines - Iowa  
My commission expires 10-13-06

