

Document 2004 4488

Book 2004 Page 4488 Type 04 02 Pages 5
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MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

Prepared By: BETTY B JEFFERSON, Bank of America, N.A., P O BOX 26865, RICHMOND, VA 23261-0000, (I)

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

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WHEN RECORDED MAIL TO:

Bank of America Consumer Collateral
Tracking, FL9-700-04-12
~~9000 Southside Blvd, Bldg 700~~ PD 44279
Jacksonville, FL ~~32256~~ 32231 - 9827

FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

PML

THIS MODIFICATION OF MORTGAGE dated August 12, 2004, is made and executed between PHILLIP J NEMMERS AND RHONDA L NEMMERS, MARRIED TO EACH OTHER (referred to below as "Grantor") and Bank of America, N.A., whose address is 317 6th Ave., Des Moines, IA 50309 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 13, 2001 (the "Mortgage") which has been recorded in MADISON County, State of Iowa, as follows:

RECORDED 12/03/2001 BOOK 2001 PAGE 5426.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 625 NORTH E. 6TH STREET, EARLHAM, IA 50072-0000. The Real Property tax identification number is 851002500041300

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

THE PRINCIPAL AMOUNT SECURED BY THE MORTGAGE IS CHANGED FROM \$54,000.00 TO \$111,400.00. THE MATURITY DATE DESCRIBED IN THE MORTGAGE IS CHANGED TO 08/12/2029.

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 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

**MODIFICATION OF MORTGAGE
(Continued)**

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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.

MISCELLANEOUS . The Mortgage or Deed of Trust and all other documents held or maintained by Lender in connection with the Mortgage or Deed of Trust (and any prior renewal/extension/modification/consolidation thereof) have been properly perfected and are fully enforceable in strict accordance with the terms thereof. Any consent to jurisdiction previously executed by Grantor shall unconditionally be fully effective and fully extend to this Modification and any document executed in conjunction herewith. To the extent that any provision of this Modification conflicts with any term or condition set forth in the Mortgage or Deed of Trust, or any agreement or security document executed in conjunction herewith, the provision of this Modification shall supercede and control. Grantor acknowledges and agrees that, as of the date of this Modification, the Mortgage or Deed of Trust is fully enforceable in strict accordance with the terms thereof, and there are no claims, setoffs, avoidances, counterclaims or defenses or rights to claims, setoffs, avoidances, counterclaims or defenses to enforcement of the Mortgage or Deed of Trust or the Note or Credit Agreement. This Modification has been duly executed by Grantor under seal. Grantor acknowledges receiving a full and completed copy of this Modification (regardless whether Grantor's signature appears on the copy). "Grantor" means, jointly and severally, each person who executed or executes the Mortgage or Mortgage Modification or Deed of Trust or Deed of Trust Modification. Any litigation arising out of or relating to this Modification or the Note or Credit Agreement shall be commenced and conducted in the courts and in the States as specified in the Mortgage or Deed of Trust. Grantor hereby waives the right to trial by jury in any action brought on this Modification or on any other matter arising in connection with this Modification or the Note or Credit Agreement.

NONTITLED SPOUSES AND NON-BORROWER GRANTORS. Any Grantor or Trustor who signs this Deed of Trust, Mortgage or Modification ("Security Instrument") but does not execute the Note or Credit Agreement ("Non-borrower Grantor or Trustor"): (a) is signing only to grant, bargain, sell and convey such Non-borrower Grantor's or Trustor's interest in the Property under the terms of this Security Instrument; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such Non-borrower Grantor's or Trustor's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the obligation evidenced by the Note or the Credit Agreement ("Related Document").

Any spouse of a Grantor or Trustor who is not in title to the Property and who signs this Security Instrument: (a) is signing only to grant, bargain, sell and convey any marital and homestead rights of such spouse in the Property; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such spouse's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of any Related Document.

Neither of the two foregoing sentences limit the liability of any Non-borrower Grantor or Trustor or signing spouse of a Grantor or Trustor, as applicable, under any guaranty agreement or other agreement by such person, whereby such person becomes liable for the Indebtedness in whole or in part; both such sentences apply notwithstanding any language to the contrary in this Security Instrument or any of the Related Documents and apply only to the extent permitted by applicable law.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 12, 2004.

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

MODIFICATION OF MORTGAGE
(Continued)

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GRANTOR:

x *Phillip J Nemmers*
PHILLIP J NEMMERS

x *Rhonda L Nemmers*
RHONDA L NEMMERS

LENDER:

BANK OF AMERICA, N.A.

x *Traci Edwards*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa

COUNTY OF Polk



On this 12th day of August, A.D., 20 04, before me, a Notary Public in and for said County and State, personally appeared PHILLIP J NEMMERS and RHONDA L NEMMERS, 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.

Traci Edwards
Notary Public in the State of
Iowa

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(Continued)

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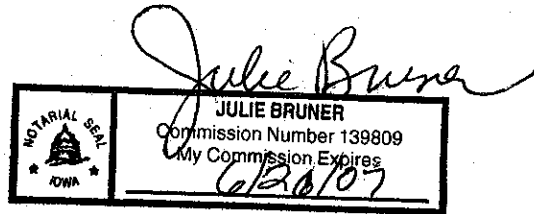
LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Polk)

On this 12th day of August, A.D., 20 04, before me, the undersigned Notary Public in said County and State, personally appeared TRACT EDWARDS and known to me to be the Client 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 Julie Bruner Residing at Des Moines, Iowa
Notary Public in and for the State of Iowa My commission expires 6/26/07

LASER PRO Lending, Ver. 6.29.30.204 Copr. Harland Financial Solutions, Inc. 1997, 2004. All Rights Reserved. IA C:\CFI\CFI\PL16201.FC TR-29711246 PR-HELOC



PAY TO THE ORDER OF

WITHOUT RECOURSE
Bank of America, N.A.

BY John E. Mack
JOHN E. MACK
SR. VICE PRESIDENT

EXHIBIT A

Lot 3 of Smith's Addition to the City of Earlham, Madison
County, Iowa.

Permanent Parcel Number: 851002500041300
PHILLIP J. NEMMERS AND RHONDA L. NEMMERS, HUSBAND AND WIFE

625 NORTH EAST 6TH STREET, EARLHAM IA 50072
Loan Reference Number : 2501270/2254352
First American Order No: 6040123
Identifier: ELS