

Document 2004 4572

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MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

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

✓ UNION STATE BANK P.O. BOX 110 201 WEST COURT WINTERSET, 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 10-03-2003.
The parties and their addresses are:

MORTGAGOR: JRB INVESTMENTS, INC., AN IOWA CORPORATION
121 EAST CENTER STREET, P.O. BOX 70
TRURO, IA 50257

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

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 10-03-2003 and recorded on 10-03-2003. The Security Instrument was recorded in the records of MADISON County, Iowa at OFFICE OF RECORDER IN BOOK 2003 ON PAGE 5994. The property is located in MADISON County at ON TURNER STREET, SCENIC DRIVE, HUTCHSON STREET AND ELIZABETH STREET, TRURO, IA 50257

Described as:
SEE ATTACHED EXHIBIT "A" HEREIN AND MADE APART OF THE MORTGAGE

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 371,837.00
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.**

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 NOTE #4300171660 DATED OCTOBER 3, 2003 AND MODIFIED ON SEPTEMBER 23, 2004.

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$371,837.00 which is a \$56,837.00 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.

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.

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

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.

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.

JRB INVESTMENTS, INC.
[Signature] 9-23-04
(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

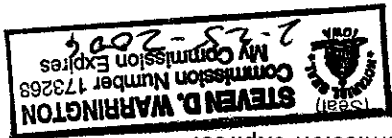
(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

ACKNOWLEDGMENT:

STATE OF Topa COUNTY OF Madison } ss. Richard C. Burhans
On this 23rd day of September 2004, before me, a Notary Public in the state of Iowa, personally appeared Richard C. Burhans to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.



[Signature]
(Notary Public)

EXHIBIT "A"

Legal for JRB Investments, Inc.

That part of the Northeast Quarter (1/4) of Section Sixteen (16), Township Seventy-four (74) North, Range Twenty-six (26) West of the Fifth Principal Meridian, Madison County, Iowa, described as follows: Commencing at the northeast corner of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Sixteen (16); thence on an assumed bearing of South 00°00'22" East along the east line of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Sixteen (16) a distance of 656.54 feet to the southeast corner of said Northeast Quarter (1/4) of the Southeast Quarter (1/4) of the Northeast Quarter (1/4); thence South 86°30'50" West along the south line of said Northeast Quarter (1/4) of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) 538.75 feet to the southwest corner of Kale's Addition to the City of Truro, Iowa, and the point of beginning; thence South 86°30'50" West along said south line 121.34 feet to the southeast corner of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Sixteen (16); thence South 86°10'03" West along the south line of said Northwest Quarter (1/4) of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) 649.85 feet to the southwest corner of said Northwest Quarter (1/4) of the Southeast Quarter (1/4) of the Northeast Quarter (1/4); thence South 86°22'35" West along the south line of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section Sixteen (16) a distance of 199.51 feet; thence North 01°33'05" East 730.99 feet; thence North 51°19'30" East 228.23 feet; thence North 86°49'20" East 698.22 feet; thence South 01°42'55" East 59.46 feet; thence South 28°09'52" East 151.78 feet to the northwest corner of Kale's Addition; thence South 00°00'22" East 655.39 feet to the southwest corner of Kale's Addition and the south line of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Sixteen (16) and the point of beginning. Said tract contains 18.36 acres and is subject to a City of Truro Street Easement over the southerly 1.39 acres thereof; **EXCEPT** that part of the Parcel A recorded in Town Plat Book 2, Page 239, Madison County Recorder's Office, Madison County, Iowa, located in the Northeast Quarter of Section 16, Township 74 North, Range 26 West of the Fifth Principal Meridian, City of Truro, Madison County, Iowa, described as follows: Commencing at the northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 16; thence on an assumed bearing of South 00 degrees 00 minutes 22 seconds East along the east line of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of said Section 16 a distance of 656.54 feet to the southeast corner of said Northeast Quarter of the Southeast Quarter of the Northeast Quarter; thence South 86 degrees 30 minutes 50 seconds West along the south line of said Northeast Quarter of the Southeast Quarter of the Northeast Quarter 538.75 feet to the southwest corner of Kale's Addition to the City of Truro, Iowa and the southeast corner of said Parcel A; thence North 00 degrees 00 minutes 22 seconds West along the east line of said Parcel A a distance of 61.14 feet to the north line of Turner Street and the point of beginning; thence South 86 degrees 25 minutes 18 seconds West along said north line 181.03 feet; thence northwesterly 24.50 feet along a tangential curve concave to the northeast and having a radius of 15.00 feet, a central angle of 93 degrees 34 minutes 20 seconds and a chord 21.86 feet in length bearing of North 46 degrees 47 minutes 32 seconds West; thence North 00 degrees 00 minutes 22 seconds West 78.03 feet; thence North 86 degrees 25 minutes 18 seconds East 197.00 feet to the east line of said Parcel A; thence South 00 degrees 00 minutes 22 seconds East along said east line 94.00 feet to the point of beginning. Said tract contains 0.42 acres.