



Document 2004 5689

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MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

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

HORIZON FEDERAL SAVINGS BANK-BRANCH 4 1290 COPPER CREEK DR PLEASANT HILL, IA 50327 (515) 265-4880
(name, address, and phone number of preparer)

State of Iowa

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MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 11-24-2004.
The parties and their addresses are:

MORTGAGOR: RODNEY A. WARREN and DEBORAH A. WARREN, HUSBAND AND WIFE
3111 ELM AVE
URBANDALE, IA 50322

LENDER: HORIZON FEDERAL SAVINGS BANK-BRANCH 4
1290 COPPER CREEK DR
PLEASANT HILL, IA 50327

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 10/13/2003 and recorded on 10/20/2003. The Security Instrument was recorded in the records of Madison Co. County, Iowa at Book 2003 page 6277. The property is located in MADISON County at TBD SETTLERS TRAIL, ST CHARLES, IA 50240.

Described as:

PARCEL "D" LOCATED IN THE NORTHEAST QUARTER (1/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, CONTAINING 17.752 ACRES, AS SHOWN IN PLAT SURVEY FILED IN BOOK 2002, PAGE 3713 ON JULY 30, 2002, IN THE OFFICE OF THE RECORDER IN MADISON COUNTY, IOWA.

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 161,000.00. 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)

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

ACKNOWLEDGMENT: STATE OF Iowa, personally appeared RODNEY A. WARREN, DEBORAH A. WARREN, HUSBAND AND WIFE, On this 24th day of November, 2004, before me, a Notary Public in the COUNTY OF Polk, ss. to me known to be the person(s) named in and who

(Signature) (Date) (Signature) (Date)

(Signature) (Date) (Signature) (Date)

(Signature) (Date) (Signature) (Date)

[Signature]
(Signature) DEBORAH A. WARREN (Date) 11-29-04

[Signature]
(Signature) RODNEY A. WARREN (Date)

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 \$ _____ which is a \$ _____ 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. 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.) A MORTGAGE DATED 11/24/2004 IN THE AMOUNT OF \$161000.00 TO MATURE ON 02/12/2005.

7-75-26 Parcel in NE 1/4 Parcel D

6277
10-20-03