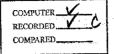
## Document 2004 5222

Book 2004 Page 5222 Type 04 02 Pages 4 Date 11/04/2004 Time 11:37 AM Rec Amt \$22.00



MICHELLE "MICKI" UTSLER, COUNTY RECORDER MADISON IOWA

inis instrument was dramed i		Address: 400 CITY CE		
DEPARTMENT, P.O. BOX 348	PHOT 87. OSHKOSH, WI 54903-348		mer recording return to: _	J.S. DANA N.A., COLEATERA
US bank.	AMEN	IDMENT TO MORTG (Iowa)	AGE	700037702-18 Ner Mde2
This Amendment to N	Mortgage (the "Amendmer	nt"), is made and entered into by	the undersigned borro	wer, guarantor and/or othe
obligor (the " <b>Mortgagor</b> ")	and U.S. BANK N.A.		(the "Bank") as of the	date set forth below.
		RECITALS		
(the "Mortgage"), dated	AUGUST 7, 1998	essor in interest, if different from t ————. The Land (defined scription does not appear below):	d in the Mortgage)	
·	•			
See a	ttached Exhibit A			
the state of the s		et das Nordanis grades de la composition della c		
S	$\mathcal{T}_{i,j} = \mathcal{T}_{i,j} \cdot \mathcal{T}_{i,j} = \{ \mathbf{f}_{i,j} \in \mathcal{F}_{i,j} \mid i \in \mathcal{F}_{i,j} \}$	the production of the second second		
		- Table State S - Table State S	i e	
•	e e e e e e e e e e e e e e e e e e e			
	as requested that the Bank	, on Page 408  s permit certain modifications to the terms and column.	he Mortgage as descri	ped below.
-	Ti	ERMS OF AGREEMENT	г	
In consideration of t Mortgagor and the Bank a	the recitals and mutual c	ovenants contained herein, and		valuable consideration, th
		e following language shall be ad N THE AMOUNT OF \$		or amended, as applicable. LOANS AND ADVANCE
UP TO THIS AMOUNT,		EREST, ARE SENIOR TO IND		
	ote/Mortgage Amount. If	checked here, the phrase in the NN/A		tes dated in the initial princip
amount(s) of \$				
" is hereby a	monded and replaced with	the phrace "note(c) dated or an	nended as of	N/A
10 11010By C.		in the pri	ncipal amount(s) of \$	N/A
			li.	
		in the pri		
3. Maturity of Mor	rtgage. Any reference in the	he Mortgage to a maturity date of ated maturity date. This does no	f the Mortgage is here	by deleted, it being the inte

3501IA <sup>©</sup>us bancorp 2001 2 2

- 5. Fees and Expenses. Mortgagor shall pay any fees or expenses in connection with the preparation, execution and recording of this Amendment.
- 6. **Effectiveness of Prior Document.** Except as herein provided, all other terms and conditions contained in the Mortgage in full force and effect in accordance with their terms, including any reference in the Mortgage to future credit secured by the Mortgage, and nothing herein will affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.
- 7. **No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by the Bank of existing defaults by the Mortgagor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.
- 8. Counterparts. This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.
- 9. **Authorization.** The Mortgagor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein are within the organizational powers (as applicable) of the Mortgagor and have been duly authorized by all necessary organizational action.
- 10. Receipt of Copy. Mortgagor hereby acknowledges the receipt of a copy of this Amendment to Mortgage together with a copy of each promissory note secured hereby.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE, NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, the undersigned has/have executed the	nis AMENDMENT as of <u>SEPTEMBER 15, 2004</u>
(Individual Mortgagor)	N/A Mortgagor Name (Organization)
TO SURE A	a <u> </u>
Printed Name: BRUCE AUSTIN BUMCE & JUSTIC	By:
Printed Name: MARY AUSTIN May Quet.	By:
NOTE: If individuals are married, both spouses must sign.	Name and Title: N/A
W.S. BANK N.A.  Mortgagee (Bank)	
By DUANE F STREMPKE Name and Title: VICE PRESIDENT	
By	ent for the second of the seco
Name and Title:	

CREDITORS AND EXEMPT FROM JUDICIAL SA	PERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF LE; AND THAT BY SIGNING THIS AMENDMENT TO MORTGAGE, I TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH GAGE OR AMENDMENT TO MORTGAGE.
Dated: 9/22/04	(A) XVEC
	BRUCE AUSTIN BYNCE L. AUSTIN , Mortgagor (Type or Print Name)
Dated: 9/22/04	
	MARY AUSTIN May Cluster , Mortgagor (Type or Print Name)
MORT	GAGOR NOTARIZATION
STATE OF Lower )	
COUNTY OF Madion ) ss.	
This instrument was acknowledged before me on	Le of 22, 2004, by BRUCE AUSTIN and MARY AUSTIN
This institution was acknowledged before the on	(Name(s) of person(s))
	, as <u>husband and wife</u> (Type of authority, if any, e.g., officer, trustee, if an individual, state "a married individual"
or "a single individual")	N/A (Name of entity on whose behalf the document was executed; use N/A if individual)
(Notarial Seal)	Quality On Roducell
	Printed Name; Judith Ann Bedwell
SUDITH ANN BEDWELL Commission Number 702558	Notary Public, State of: To wa
My Commission Expires	My commission expires: 64-0 3-06
7641 6.4-03-06	
MORTGA	GEE (BANK) NOTARIZATION
STATE OF Towa )	
ss.	
COUNTY OF POLK	
,	0 + 0//
This instrument was acknowledged before me on	D-1-04 , by DUANE F STREMPKE (Name(s) of person(s))
	as VICE PRESIDENT
of	(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual") U.S. BANK N.A.
	(Name of entity on whose behalf the document was executed; use N/A if individual)
(Notarial Seal)	Pama 1 Clark
	Printed Name: Pam J Clark
PAM J. CLARK	Notary Public, State of: Iowa
Commission Number 707684 My Commission Expires	My commission expires: 1 ~ 10 - 07
1010-07	

## **EXHIBIT A TO AMENDMENT TO MORTGAGE**

700037702

(Legal Description)

Mortgagor: BRUCE AUSTIN and MARY AUSTIN

Bank: U.S. BANK N.A. Legal Description of Land:

> The Southwest Quarter (1/4) of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) and all that part of the South Half (1/2) of the Southeast Quarter (1/4) of the Northwest Quarter (14) lying East of the public highway running through said 20acre tract, except a tract commencing 400 feet West of the Northeast corner of said 20-acre tract, thence South at right angle to the North line thereof 75 feet, thence Westerly along a straight line 411.8 feet to a point on the right of way line of said public highway, thence North along said right of way line 72 feet to the North line of said 20-acre tract, thence East 428.5 feet along said North line to the point of beginning, in Section Fourteen (14) in Township Seventy-five (75) North. Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa