



Document 2004 5377

Book 2004 Page 5377 Type 04 02 Pages 2  
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MICHELLE "MICKI" UTSLER, COUNTY RECORDER  
MADISON IOWA

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" 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 09-20-2004.  
The parties and their addresses are:

**MORTGAGOR:** WADE D. BANNING AND AIMEE BANNING, HUSBAND AND WIFE  
522 WEST WASHINGTON  
WINTERSET, IA 50273

**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 06-23-2004 and recorded on 06-25-2004. The Security Instrument was recorded in the records of MADISON County, Iowa at OFFICE OF THE RECORDER IN BOOK 2004 ON PAGE 2954. The property is located in MADISON County at 103 & 105 NORTH JOHN WAYNE DRIVE, WINTERSET, IA 50273.

Described as:

THE NORTH ONE-THIRD (1/3) OF LOT SIX (6) IN BLOCK SEVENTEEN (17) OF THE ORIGINAL TOWN OF WINTERSET, MADISON COUNTY, IOWA EXCEPT THEREFROM THE EAST 10 FEET THEREOF CONVEYED TO THE CITY OF WINTERSET FOR ALLEY PURPOSES  
AND  
THE NORTH ONE-HALF (1/2) OF THE SOUTH TWO-THIRDS (2/3) OF LOT SIX (6) IN BLOCK SEVENTEEN (17) IF THE ORIGINAL TOWN OF WINTERSET IN MADISON COUNTY, IOWA, EXCEPTING THEREFROM THE EAST 62 FEET OF THE SOUTH 10 FEET THEREOF, AND ALSO EXCEPTING THE EAST 10 FEET OF THE NORTH 12 FEET THEREOF CONVEYED TO THE CITY OF WINTERSET FOR ALLEY PURPOSES

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 125,000.00  
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.**

**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 #6000024749 DATED NOVEMBER 12, 2004 BETWEEN UNION STATE BNAK AND BANNING & KIDS, INC.

**MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$125,000.00  which is a \$20,000.00  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.

Waide D. Banning 11/12/04  
(Signature) WAIDE D. BANNING (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

Aimee Banning 11-12-04  
(Signature) AIMEE BANNING (Date)

\_\_\_\_\_  
(Signature) (Date)

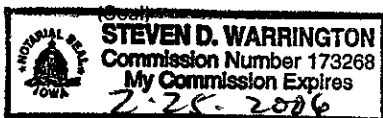
\_\_\_\_\_  
(Signature) (Date)

**ACKNOWLEDGMENT:**

(Individual) STATE OF IOWA, COUNTY OF MADISON } ss.  
On this 12TH day of NOVEMBER, 2004, before me, a Notary Public in the state of Iowa, personally appeared WAIDE D. BANNING; AIMEE BANNING, HUSBAND AND WIFE

\_\_\_\_\_ 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.

My commission expires:



Steven D. Warrington  
(Notary Public)

# 2954  
4-25-04