

Document 2004 5432

Book 2004 Page 5432 Type 04 02 Pages 2 Date 11/18/2004 Time 11:14 AM Rec Amt \$12.00

MICHELLE "MICKI" UTSLER, COUNTY RECORDER MADISON 10WA

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309-9800			
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N-END MORTGAGE			
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RETURN TO: ATTN: HEIDI WESTON

10WA SAVINGS BANK 4848 86TH STREET URBANDALE, IA 50322 (515) 309-9800

(name, address, and phone number of preparer)

—— State of lowa —

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is _______ 11-16-2004 The parties and their addresses are:

MORTGAGOR: Dean Kimrey, a single person

4862 84th Street Des Moines, 1A 50322

LENDER:

IOWA SAVINGS BANK

DIVISION OF FIRST FEDERAL SAVINGS BANK OF MIDWEST

Organized and existing under the laws of the United States of America

4848 86TH STREET URBANDALE, IA 50322

BACKGROUND. recorded on	Mortgagor and Lender 10-06-2003	er entered into a Security Instrument dated	and
The property is lo	ocated in <u>Madison</u>	County at Bevington, IA 50033 In Book 2003, Page, 6003	

Described as:

Parcel "E" located in a portion of Parcel "C" in the Northwest Quarter (1/4) of the Northeast Quarter (1/4), the Southwest Quarter (1/4) of the Northeast Quarter (1/4), and the Northwest Quarter (1/4) of the Southeast Quarter (1/4) all in Section Twenty -Five (25), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 30.778 acres, as shown in Plat of Survey filed in Book 2001, page 5769 on December 21, 2001 in the Office of the Recorder of Madison County, Iowa.

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 780,000.00 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.)

The maximum amount secured by this mortgage has been increased to \$780,000.00.

□ 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.

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

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.

Dean Kimrey

(Signature) Dean Kimrey

(Date)

(Signature)

(Signature)

(Date)

(Signature)

(Date)

JANET K. OLSON
Commission Number 707728
My Commission Expires

(Notary Public)