

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

Prepared By: GARY GIESLER, U.S. BANK NATIONAL ASSOCIATION, 520 Walnut St, Des Moines, IA 50309,
(515) 245-6234

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

RECORDATION REQUESTED BY:

~~U.S. BANK NATIONAL ASSOCIATION
Des Moines Private Client Group
520 Walnut St
Des Moines, IA 50309~~

WHEN RECORDED MAIL TO:

US Recordings
2925 Country Drive Ste 201
St. Paul, MN 55117

FOR RECORDER'S USE ONLY

24477383

463416245 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 29, 2005, is made and executed between ROBERT CARROLL WINCHELL, whose address is 2539 120TH STREET, VAN METER, IA 50261; a single person (referred to below as "Grantor") and U.S. BANK NATIONAL ASSOCIATION, whose address is 520 Walnut St, Des Moines, IA 50309 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 22, 2004 (the "Mortgage") which has been recorded in MADISON County, State of Iowa, as follows:

Date of Mortgage/Deed of Trust: November 22, 2004

Recorded in the Office of the County Recorder

County of Recording: Madison County, Iowa

Date of Recording: December 6, 2004

Document No. 2004 5744 in Book 2004 at Page 5744.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in MADISON County, State of Iowa:

THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (EXCEPT 5.6 ACRE BLDG SITE) AND THE NORTHWEST 16.7 ACRES OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, SECTION 10, TOWNSHIP 77 NORTH, RANGE 27 WEST, OF THE 5TH P.M., IN MADISON COUNTY, IOWA. CONSISTING OF 51.1 ACRES MORE OR LESS.

The Real Property or its address is commonly known as PARCEL # 11102106800000000, VAN METER, IA 50261. The Real Property tax identification number is 11102106800000000

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Borrower has requested, and Lender has agreed to, the following modification(s) in the Indebtedness secured by the Mortgage:

Addition of new Indebtedness secured by the Mortgage.

The changes described above are evidenced by an agreement by the parties dated March 29, 2005 (the "Credit Agreement Amendment") amending the Credit Agreement.

The Credit Agreement Amendment evidences new Indebtedness in the principal amount of \$75,000.00. The parties hereby agree that the Mortgage will secure all existing and new Indebtedness evidenced by the Credit Agreement, as amended by the Credit Agreement Amendment.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions. Grantor hereby ratifies and affirms that Grantor's

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liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 29, 2005.

GRANTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

GRANTOR:

x *Robert Carroll Winchell*
ROBERT CARROLL WINCHELL

LENDER: Robert Carroll Winchell

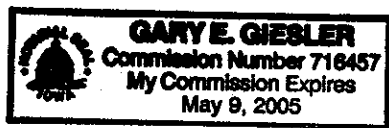
U.S. BANK NATIONAL ASSOCIATION

x *Gary E Giesler*
Authorized Signer
Gary E Giesler

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Polk)

On this 29 day of March, A.D., 2005, before me, a Notary Public in and for said County and State, personally appeared **ROBERT CARROLL WINCHELL**, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he or she executed the same as his or her voluntary act and deed.



Gary E Giesler
Notary Public in the State of
Iowa
Gary E. Giesler

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(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Polk)

On this 29th day of MARCH, A.D., 20 05, before me, the undersigned Notary Public in said County and State, personally appeared Gary Egler and known to me to be the vice president, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Lisa J. Burns Residing at Iowa
LISA J. BURNS My commission expires 10-04-07
Notary Public in and for the State of Iowa



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MORTGAGE MODIFIC
LOAN# 463416245
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