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FILED NO. 002585

BOOK 2003 PAGE 2585

2003 MAY -5 PM 2: 58

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RECORDED	✓
COMPARED	✓

NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

Prepared By: UNION PLANTERS BANK NA, Union Planters Bank NA, 565 MARRIOTT DR, NASHVILLE , TN 37214

RECORDATION REQUESTED BY:

Union Planters Bank NA
Howard Banking Center
114 North Howard
P.O. Box 279
Indianola, IA 50125

WHEN RECORDED MAIL TO:

Union Planters Bank, National Association
565 Marriott Drive
Nashville, TN 37214

FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 22, 2003, is made and executed between BRIAN J WIEGART, whose address is 720 IOWA AV, MARTENSDALE, IA 50160 and JILL M WIEGART, whose address is 720 IOWA AV, MARTENSDALE, IA 50160; Husband and Wife (referred to below as "Grantor") and Union Planters Bank NA, whose address is 114 North Howard, P.O. Box 279, Indianola, IA 50125 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 29, 2002 (the "Mortgage") which has been recorded in MADISON County, State of Iowa, as follows:

RECORDED JANUARY 31, 2002 BOOK 2002 PAGE 495 MADISON COUNTY RECORDER'S OFFICE .

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

PARCEL "C" LOCATED IN THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION THIRTY (30), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, CONTAINING 19.819 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 3, PAGE 636 ON OCTOBER 2, 2000, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA

The Real Property or its address is commonly known as 19.819 ACRES IN PARCEL "C" LOCATED IN THE NW 1/4 OF THE NE 1/4 OF SECTION 32, IA.

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

EXTEND MATURITY DATE.

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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 22, 2003.

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

GRANTOR:

Brian J Wiegart
BRIAN J WIEGERT, Individually

X Jill M Wiegart
JILL M WIEGERT, Individually

LENDER:

X Paul R Butcher
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 5500035030

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Dallas)

On this 30th day of April, A.D., 20 03, before me, a Notary Public in and for said County and State, personally appeared BRIAN J WIEGERT and JILL M WIEGERT, Husband and Wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Joan L. McQuiston
Notary Public in the State of Iowa



LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Warren)



On this 1st day of May, A.D., 20 03, before me, the undersigned Notary Public in said County and State, personally appeared KEOF R Brien 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 Merrie R Putz
Notary Public in and for the State of Iowa

Residing at Warren Co.
My commission expires 12-17-05

30-76.26, Parcel in NW 1/4 NE 1/4, Parcel C

495
1-31-02