

AFFIDAVIT OF CORRECTION

Document number

FILED NO. 7514

BOOK 2003 PAGE 7514

2003 DEC 29 PM 2: 51

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

(TYPE OR PRINT CLEARLY IN BLACK OR RED INK)

AFFIANT, Joel Anderson, hereby swears or affirms that a certain document which was titled as follows:
MORTGAGE (type of document), recorded on the 16th day of June, 2003 (year) in volume 2003, page 3484, as document number _____ and was recorded in _____ County, State of Wisconsin, contained the following error (if more space is needed, please attach addendum):

The mortgage is being rerecorded to correct the legal description ; previous legal contained the word "Southwesterly", but in fact the word should have been Southeasterly.

REC \$ 30⁰⁰
AUD \$ _____
R.M.F. \$ 5⁰⁰

COMPUTER
RECORDED
COMPARED

Recording area

Name and return address

First Federal Capital Bank
Attn: Joel E Anderson 99-034
~~605 State Street~~ PO 1868
La Crosse, WI 54601 54602-1868

AFFIANT makes this Affidavit for the purpose of correcting the above document as follows (if more space is needed, please attach addendum):

Parcel identification number (PIN)

The South 3/4's of the NE 1/4 of the SW 1/4 of Section 16, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa; EXCEPT a tract of land commencing at the Southwest corner of the above described land and running thence North on the West line thereof 520 feet; thence East 33 feet to the centerline of the County Road, thence Southeasterly along said centerline to the South line of said NE 1/4 of the SW 1/4; thence West 660 feet along said South line to the point of beginning.

A copy of the original document (in part or whole) is is not attached to this Affidavit (if a copy of the original document is not attached, please attach legal description and names of grantors and grantees).

Dated: 12/23/2003 Signed: _____

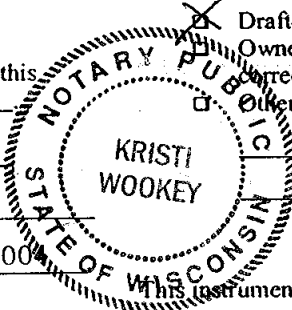
State of Wisconsin)
County of La Crosse) ss.

AFFIANT is the (check one):

Subscribed and sworn to (or affirmed) before me this 23 day of December, 2003

Drafter of the document being corrected.
 Owner of the property described in the document being corrected.
 Other - explain:

Kristi Wookey
* Kristi Wookey



Notary Public, State of Wisconsin
My Commission (expires) (is): 06/06/2004

This instrument is drafted by: Joel Anderson

THIS FORM IS INTENDED TO CORRECT SCRIVNER'S ERRORS AND NOT FOR THE CONVEYANCE OF REAL PROPERTY.

*Names of persons signing in any capacity must be typed or printed below their signature. WRDA version V - 9/20/1999

REC \$ 75⁰⁰
AUD \$
R.M.F. \$ 7⁰⁰

3484

FILED NO. _____
BOOK 2003 PAGE 3484
2003 JUN 16 AM 11:55

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

Prepared By: Martin J. Maloney
First Federal Capital Bank
605 State Street La Crosse, WI 54601
608-796-4439

NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

Return To: Review, Packaging, & Shipping Dept
First Federal Capital Bank
P O Box 1868
La Crosse, WI 54602-1868



[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 9th, 2003 together with all Riders to this document.

(B) "Borrower" is

JERRY HACKER AND HELEN M HACKER HUSBAND AND WIFE

As Joint Tenants with full rights of survivorship & not as tenants in common

Borrower is the mortgagor under this Security Instrument.

IOWA -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3016 1/01

-6(1A) (0005)

Page 1 of 15 Initials: _____
VMP MORTGAGE FORMS - (800)521-7291



(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to Lender, with power of sale, the following described property located in the County of Madison of Madison : [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

THE SOUTH 3/4'S OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, TOWNSHIP 75 NORTH, RANNGE 28 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA; EXCEPT A TRACT OF LAND COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED LAND AND RUNNING THENCE NORTH ON THE WEST LINE THEREOF 520 FEET; THENCE EAST 33 FEET TO THE CENTERLINE OF THE COUNTY ROAD, THENCE SOUTHWESTERLY ALONG SAID CENTERLINE TO THE SOUTH LINE OF SAID NE 1/4 OF THE SW 1/4; THENCE WEST 660 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

Parcel ID Number: 560111662010000 which currently has the address of 1827 PAMMEL PARK ROAD [Street] WINTERSET [City], Iowa 50273 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower relinquishes all right of dower and waives all right of homestead and distributive share in and to the Property. Borrower waives any right of exemption as to the Property.

25. HOMESTEAD EXEMPTION WAIVER. I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

<u><i>Jerry D. Hacker</i></u> Borrower JERRY G HACKER D	<u>6/4/03</u> Date	<u><i>Helan M. Hacker</i></u> Borrower HELEN M HACKER	<u>6/4/03</u> Date
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Borrower _____ Date _____	Borrower _____ Date _____
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Borrower _____ Date _____	Borrower _____ Date _____
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Borrower _____ Date _____	Borrower _____ Date _____
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26. **Redemption Period.** If the Property is less than 10 acres in size and Lender waives in any foreclosure proceeding any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 6 months. If the court finds that the Property has been abandoned by Borrower and Lender waives any right to a deficiency judgment against Borrower, the period of redemption from judicial sale shall be reduced to 60 days. The provisions of this Section 26 shall be construed to conform to the provisions of Sections 628.26 and 628.27 of the Code of Iowa.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

_____ *Jerry D. Hacker* (Seal)
JERRY D. HACKER -Borrower

_____ *Helen M. Hacker* (Seal)
HELEN M HACKER -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

STATE OF IOWA,

Madison County ss:

On this 9th day of June, 2003
in the State of Iowa, personally appeared

, before me, a Notary Public

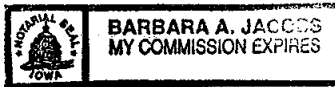
Jerry D Hacker and Helen M Hacker

to me personally 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:

Iowa Notary

License Number: 03-27-2004



Notary Public in and for said County and State

Barbara A Jacobs

[Faint, illegible text]

Initials: _____