

Document 2005 2176

Book 2005 Page 2176 Type 04 002 Pages 3

Date 5/13/2005 Time 10:30 AM

Rec Amt \$17.00

MICHELLE "MICKI" UTSLER, COUNTY RECORDER  
MADISON IOWA

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

✓ LIBERTY BANK, F.S.B. 6400 WESTOWN PARKWAY PREPARED BY SHELLEY WOLFE WEST DES MOINES, IA 50266 515-457-6350  
(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 04-11-2005  
The parties and their addresses are:

**MORTGAGOR:** BRENDA KANSKY AND TIM KANSKY, AS HUSBAND AND WIFE  
1038 KIOWA AVENUE  
EARLHAM, IA 50072

**LENDER:** LIBERTY BANK, F.S.B.  
6400 WESTOWN PARKWAY  
WEST DES MOINES, IA 50266

**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated 04-30-2004 and recorded on 05-13-2004. The Security Instrument was recorded in the records of MADISON County, Iowa at BOOK 2004 PAGE 2204.

The property is located in MADISON County at 2912 WOODLAND AVENUE, TRURO, IA 50257

Described as:  
SEE ATTACHED EXHIBIT "A"

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 383,000.00  
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. The Security Instrument continues the effectiveness of the original Security Instrument. 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.)

UNIVERSAL NOTE DATED APRIL 30, 2004 AND MODIFIED ON APRIL 11, 2005

**MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$383,000.00  which is a \$103,000.00  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 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 receive 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.

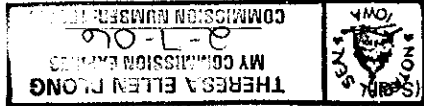
**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

(Signature) Brenda KANSKY (Date) 4-11-05  
(Signature) Tim KANSKY (Date) 4-11-05

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

**ACKNOWLEDGMENT:**

STATE OF IOWA, COUNTY OF Polk, ss. }  
On this 11th day of APRIL, 2005, before me, a Notary Public in the state of Iowa, personally appeared BRENDA KANSKY, TIM KANSKY, AS 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: \_\_\_\_\_



Theresa E Plong  
(Notary Public)

EXHIBIT "A"

PARCEL "E"-PART OF THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION 12, TOWNSHIP 74 NORTH, RANGE 26 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE N00°00'00"E, ALONG THE WEST LINE THEREOF, 609.50 FEET; THENCE N82°40'27"E, ALONG THE SOUTH LINE OF PARCEL "B" AS RECORDED IN BOOK 3, PAGE 500, 1050.03 FEET; THENCE N00°01'59"E, ALONG THE EAST LINE OF SAID PARCEL "B", 292.80 FEET; THENCE N00°16'27"E, ALONG THE EAST LINE OF PARCEL "A" AS RECORDED IN BOOK 2 PAGE 744, 429.29 FEET TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF NORTHWEST 1/4; THENCE N82°03'26"E, ALONG SAID NORTH LINE, 258.34 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF NORTHWEST 1/4; THENCE S00°12'43"E, ALONG THE EAST LINE THEREOF, 1315.23 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF NORTHWEST 1/4; THENCE S81°53'12"W, ALONG THE SOUTH LINE THEREOF, 1317.54 FEET TO THE POINT OF BEGINNING, CONTAINING 22.33 ACRES INCLUDING 0.46 ACRES OF COUNTY ROAD RIGHT OF WAY.