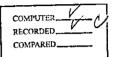
Document 2005 3724

Book 2005 Page 3724 Type 04 002 Pages 4 Date 8/05/2005 Time 3:37 PM Rec Amt \$22.00

MICHELLE "MICKI" UTSLER. COUNTY RECORDER MADISON IOWA



St	ate of lowa —	— Space Above This Line For Recording Data ———
Prepared By Return To:	STEVEN D. WARRINGTON UNION STATE BANK P.O. BOX 110, WINTERSET, IA 50273 (515) 462-2161 UNION STATE BANK P.O. BOX 110 201 WEST COURT	
	WINTERSET, IA 50273	
	MODIFICATION OF	OPEN-END MORTGAGE
DATE AND	PARTIES. The date of this Real	Estate Modification (Modification) is <u>08-04-2005</u> and their addresses are:
MORTG	AGOR: R DENNY DICKINSON II AND KRIS 2732 SETTLERS TRAIL ST. CHARLES, IA 50240	STIE DICKINSON, HUSBAND AND WIFE AS JOINT DEBTORS
		dum incorporated herein, for additional Mortgagors, e Addendum is located on
LENDER	UNION STATE BANK	
	ORGANIZED AND EXISTING UNDER THE P.O. BOX 110	LAWS OF THE STATE OF IUWA
	201 WEST COURT	
	WINTERSET, IA 50273	
	and recorded on <u>03-28-2005</u>	ered into a Security Instrument dated <u>03-25-2005</u> The Security Instrument was
	the records of MADISON	05 ON PAGE 1303 . The property is located
COUNTRY, TOV In MANISON	va at <u>urrice or negonnen in book zo</u>	County at 2732 SETTLERS TRAIL, ST. CHARLES, IA
50240		
	ry is described as: (If the legal y Instrument, it is located on <u>EX</u>	description of the property is not on page one o

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 242,600.00 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.)

PROMISSORY NOTE #4260025259 DATE AUGUST 4, 2005 IN THE MAOUNT OF \$242,600.00 BETWEEN UNION STATE BANK AND R. DENNY DICKINSON II AND KRISTIE DICKINSON.

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 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.

this Modification. Mortgagor also acknowledges receipt of a copy of the Modification. MORTGAGOR: (Date) (Signature) (Date) (Signature) (Signature) (Date) (Date) (Signature) **LENDER: UNION STATE BANK** EVEN D. WARRINGTON, SENIOR VICE **ACKNOWLEDGMENT:** STATE OF **IOWA** , COUNTY OF MADISON (Individual) day of AUGUST, 2005 On this 4TH___ , before me, a Notary Public in the state of Iowa, personally appeared R DENNY DICKINSON II; KRISTIE to me known to be the DICKINSON, HUSBAND AND WIFE AS JOINT DEBTORS 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: (Seal) **DUANE GORDON** Corr.mission Number 156154 , COUNTY OF MADISON STATE OF IOWA } ss. (Lender) day of AUGUST, 2005 On this 4TH , before me, a Notary Public in the state of Iowa, personally appeared STEVEN D. WARRINGTON , to me personally known, who being by me duly sworn or affirmed did say that person is SENIOR VICE PRESIDENT of said entity, (that seal affixed to said instrument is the seal of said entity or no seal has been procured by said entity) and that said instrument was signed and sealed, if applicable, on behalf of the said entity by and the said authority of its **SENIOR VICE PRESIDENT** SENIOR VICE PRESIDENT acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed. BONIES GO expires: (Notary Public)

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in

EXHIBIT "A"

A part of the West Half (½) of Section Thirty-two (32) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at a point on the West line of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section that is 427.5 feet South of the Northwest corner of the said Southwest Quarter (1/4) of the Northwest Quarter (1/4), thence South 1233 feet, thence North 44°52' East, 181.5 feet, thence along a curve to the right 149.54 feet, thence North 55°46' East, 229.5 feet, thence along a curve to the right of 199.77 feet, thence North 62°30' East, 1250.5 feet, thence North 61°40' West, 317.4 feet, thence along a curve to the right 298.78 feet, thence North 49°03' West 134.6 feet, thence along a curve to the left 425.28 feet, thence South 55°15' West, 137.8 feet, thence along a curve to the right 338.49 feet, thence North 88°20' West, 181.5 feet to the point of beginning, subject to road easement, and containing 28 acres, more or less,