

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

COMPUTER	<u>✓</u>
RECORDED	<u>✓</u>
COMPARED	_____

\_\_\_\_\_ State of Iowa \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

Prepared By: STEVEN D. WARRINGTON  
UNION STATE BANK  
P.O. BOX 110, WINTERSSET, IA 50273  
(515) 462-2161

✓ Return To: UNION STATE BANK  
P.O. BOX 110  
201 WEST COURT  
WINTERSSET, IA 50273

### MODIFICATION OF OPEN-END MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is 08-04-2005  
\_\_\_\_\_. The parties and their addresses are:

**MORTGAGOR:** R DENNY DICKINSON II AND KRISTIE DICKINSON, HUSBAND AND WIFE AS JOINT DEBTORS  
2732 SETTLERS TRAIL  
ST. CHARLES, IA 50240

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments. The Addendum is located on \_\_\_\_\_.

**LENDER:** UNION STATE BANK  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA  
P.O. BOX 110  
201 WEST COURT  
WINTERSSET, IA 50273

**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated 03-25-2005  
and recorded on 03-28-2005. The Security Instrument was  
recorded in the records of MADISON  
County, Iowa at OFFICE OF RECORDER IN BOOK 2005 ON PAGE 1303. The property is located  
in MADISON County at 2732 SETTLERS TRAIL, ST. CHARLES, IA  
50240.

The property is described as: (If the legal description of the property is not on page one of  
this Security Instrument, it is located on EXHIBIT "A".)

**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.

**MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$242,600.00  which is a \$62,600.00  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 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.

**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.

**MORTGAGOR:**

(Signature) [Signature] (Date) 8-4-05 (Signature) Kristie Dickinson (Date) 8/4/05  
R DENNY DICKINSON II KRISTIE DICKINSON

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

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

**LENDER: UNION STATE BANK**

By [Signature]  
STEVEN D. WARRINGTON, SENIOR VICE PRESIDENT

**ACKNOWLEDGMENT:**

(Individual) STATE OF IOWA, COUNTY OF MADISON } ss.  
On this 4TH day of AUGUST, 2005, before me, a Notary Public in the state of Iowa, personally appeared R DENNY DICKINSON II; KRISTIE DICKINSON, HUSBAND AND WIFE AS JOINT DEBTORS 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:



[Signature]  
(Notary Public)

(Lender) STATE OF IOWA, COUNTY OF MADISON } ss.  
On this 4TH day of AUGUST, 2005, 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 authority of its SENIOR VICE PRESIDENT and the said SENIOR VICE PRESIDENT acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.



[Signature]  
(Notary Public)

EXHIBIT "A"

A part of the West Half ( $\frac{1}{2}$ ) of Section Thirty-two (32) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa, described as follows: Beginning at a point on the West line of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section that is 427.5 feet South of the Northwest corner of the said Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ), thence South 1233 feet, thence North  $44^{\circ}52'$  East, 181.5 feet, thence along a curve to the right 149.54 feet, thence North  $55^{\circ}46'$  East, 229.5 feet, thence along a curve to the right of 199.77 feet, thence North  $62^{\circ}30'$  East, 1250.5 feet, thence North  $61^{\circ}40'$  West, 317.4 feet, thence along a curve to the right 298.78 feet, thence North  $49^{\circ}03'$  West 134.6 feet, thence along a curve to the left 425.28 feet, thence South  $55^{\circ}15'$  West, 137.8 feet, thence along a curve to the right 338.49 feet, thence North  $88^{\circ}20'$  West, 181.5 feet to the point of beginning, subject to road easement, and containing 28 acres, more or less,