

Document 2005 4849

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MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER	✓
RECORDED	✓
COMPARED	✓

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C

State of Iowa _____ Space Above This Line For Recording Data _____
Prepared By: VANESSA VANDENBERG

HORIZON FEDERAL SAVINGS BANK
1290 COPPER CREEK DRIVE
PLEASANT HILL, IA 50327 515-265-4880

Return To: ✓
HORIZON FEDERAL SAVINGS BANK
1290 COPPER CREEK DRIVE
PLEASANT HILL, IA 50327
515-265-4880

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 09-30-2005

The parties and their addresses are:

MORTGAGOR: BRILL DEVELOPMENT, LLC, AN IOWA CORPORATION
3304 104TH STREET
URBAN DALE, IA 50322

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

LENDER: HORIZON FEDERAL SAVINGS BANK
Organized and existing under the laws of the United States of America
301 1ST AVE E
PO BOX 8
OSKALOOSA, IA 52577

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 02-14-2005
and recorded on 02-17-2005. The Security Instrument was
recorded in the records of MADISON
County, Iowa at DOCUMENT 2005 693. The property is located
in Madison County at Highway 169, Winterset, IA 50273

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.)
EXIBIT "A"

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 1,800,000.00
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. 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.)*

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$ _____ which is a \$ _____ 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: BRILL DEVELOPMENT, LLC

Don G. Brill 9-30-05
(Signature) (Date) (Signature) (Date)

Don G. Brill 9-30-05
(Signature) (Date) (Signature) (Date)

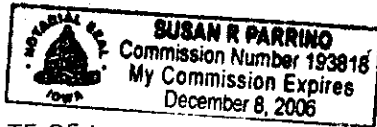
Kristi K. Brill
(Signature) (Date) (Signature) (Date)

LENDER: HORIZON FEDERAL SAVINGS BANK

By Richard A. Marshall
~~ROBERT W. DECOUX, PRESIDENT~~ Richard A. Marshall

ACKNOWLEDGMENT:

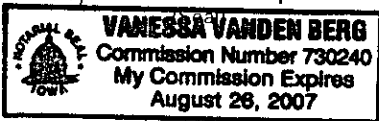
(Individual) STATE OF Iowa COUNTY OF Polk } ss.
On this 30th day of September before me, a
Notary Public in the state of Iowa, personally appeared Don G. Brill and
Kristi K. Brill to me known to be the
person(s) named in and who executed the foregoing instrument, and acknowledged
that he/she/they executed the same as his/her/their voluntary act and deed.
My commission expires:
(Seal)



Susan R. Parrino
(Notary Public)

(Lender) STATE OF Iowa, COUNTY OF POLK } ss.
On this 30th day of September, 2005, before me, a
Notary Public in the state of Iowa, personally appeared ~~ROBERT W. DECOUX~~ Richard A. Marshall

, to me personally known, who
being by me duly sworn or affirmed did say that person is ~~PRESIDENT~~ 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 ~~PRESIDENT~~ Vice President
and the said
acknowledged the execution of said instrument to be the voluntary act and deed of
said entity by it voluntarily executed.



My commission expires:
Vanessa Vandenberg
(Notary Public)
Vanessa Vandenberg

Exhibit "A"

The Fractional Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Seven (7) and the West 33.63 acres of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Eighteen (18); All in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa;

And

The East Half (1/2) of the Southeast Quarter (1/4) of Section Twelve (12), except all that part of Southeast Quarter (1/4) of the Southeast Quarter (1/4) which lies South and West of the West line of Federal Highway #169 as the same presently passes through said 40-acre tract, in Section Twelve (12); and all that part of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirteen (13) lying North and East of Federal Highway #169 as the same presently passes through said 40-acre tract, excepting therefrom a tract of land described as commencing at the southeast corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Thirteen (13), thence North 376.2 feet, thence North 50 degrees 36' West 906.0 feet, thence Northerly 156.6 feet along the arc of a 1637.1 foot radius curve concave easterly with a central angle of 5 degrees 29' to the point of beginning, thence northerly 877.8 feet along the arc of a 1637.1 foot radius curve concave easterly with a central angle of 30 degrees 45.5' and whose tangent at the point of beginning has a bearing of North 45 degrees 07' West, thence North 75 degrees 36.5' East 238.0 feet, thence Southerly 645.3 feet along the arc of a 1399.1 foot radius curve concave easterly with a central angle of 26 degrees 25.50' and whose tangent at the point of beginning has a bearing of South 14 degrees 23.5' East, thence South 0 degrees 21' East 147.6 feet, thence South 44 degrees 53' West 138.00 feet to the point of beginning containing 1.93 acres more or less exclusive of present established highway; All in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th PM, Madison County, Iowa

And

Parcel "H" located in the Southwest Quarter (1/4) of Section Three (3), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 25.98 acres, as shown in Plat of Survey filed in Book 3, Page 103 on September 5, 1997, in the Office of the Recorder of Madison County, Iowa (1694 McBride Road; Winterset)