

Document 2005 4498

Book 2005 Page 4498 Type 04 002 Pages 4  
Date 9/16/2005 Time 3:16 PM  
Rec Amt \$22.00

MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA

COMPUTER	✓
RECORDED	✓
COMPARED	✓

C  
X

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

Prepared By: DAVID A. KOCH  
UNION STATE BANK  
P.O. BOX 110, WINTERSET, IA 50273  
(515) 462-2161

Return To: 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 09-16-2005  
\_\_\_\_\_. The parties and their addresses are:

**MORTGAGOR:** ROGER L. STALHEIM AND KAREN A. STALHEIM, HUSBAND AND WIFE

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  
WINTERSET, IA 50273

**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated 07-19-2004  
\_\_\_\_\_ and recorded on 07-22-2004 \_\_\_\_\_. The Security Instrument was  
recorded in the records of MADISON  
County, Iowa at OFFICE OF RECORDER in Book 2004, Page 3404 \_\_\_\_\_. The property is located  
in MADISON County at 821 N JOHN WAYNE DR, 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 PAGE 4 \_\_\_\_\_.)

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 62,052.00**  
**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 DATED SEPTEMBER 16, 2005 TO IOWA INSURANCE CONSULTANTS, LTD.

**MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ 69,600.00  which is a \$ 7,548.00  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:**

Roger L. Stalheim 9-16-05 Karen A. Stalheim 9-16-05  
(Signature) ROGER L. STALHEIM (Date) (Signature) KAREN A. STALHEIM (Date)

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

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

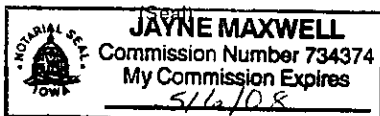
**LENDER: UNION STATE BANK**

By David A. Koch  
DAVID A. KOCH, VICE PRESIDENT



**ACKNOWLEDGMENT:**

(Individual) STATE OF IOWA, COUNTY OF MADISON } ss.  
On this 16TH day of SEPTEMBER, 2005, before me, a Notary Public in the state of Iowa, personally appeared ROGER L. STALHEIM; KAREN A. STALHEIM, 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:

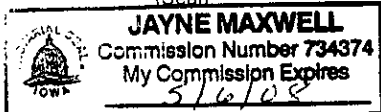


Jayne Maxwell  
(Notary Public)

(Lender) STATE OF IOWA, COUNTY OF MADISON } ss.  
On this 16TH day of SEPTEMBER, 2005, before me, a Notary Public in the state of Iowa, personally appeared DAVID A. KOCH, to me personally known, who being by me duly sworn or affirmed did say that person is 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 VICE PRESIDENT

acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.

My commission expires:



Jayne Maxwell  
(Notary Public)

## Legal Description

Parcel A in Lot One (1) of Gold Buffet Subdivision in the Northwest Fractional Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., City of Winterset, Madison County, Iowa, more particularly described as follows: Commencing at the Southwest Corner of the Northwest Fractional Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., City of Winterset, Madison County, Iowa; thence South  $89^{\circ}15'30''$  East 50.00 feet to the East line of First Street (John Wayne Drive); thence along said East line North  $00^{\circ}00'00''$  198.42 feet to the point of beginning. Thence continuing North  $00^{\circ}00'00''$  106.70 feet; thence South  $89^{\circ}15'30''$  East 51.09 feet; thence South  $73^{\circ}02'44''$  East, 30.00 feet; thence South  $89^{\circ}15'30''$  East 34.34 feet; thence South  $00^{\circ}00'00''$ ; 71.07 feet; thence North  $89^{\circ}15'30''$  West 19.91 feet; thence South  $00^{\circ}00'00''$  27.25 feet; thence North  $89^{\circ}15'30''$  West 94.23 feet to the point of beginning: Said parcel of land contains 11,227 square feet,

