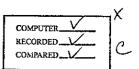
## Document 2005 5513

Book 2005 Page 5513 Type 04 002 Pages 4 Date 11/14/2005 Time 3:34 PM Rec Amt \$22.00

MICHELLE UTSLER. COUNTY RECORDER MADISON 10WA



	tate of lowa	— Space Above This Line For Recording Data ————
Prepared By	y: DUANE GORDON	•
	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	
		OPEN-END MORTGAGE
DATE AND	PARTIES. The date of this Real	Estate Modification (Modification) is <u>10-24-2005</u> nd their addresses are:
MORTG	AGOR: JAMES C. OLSON AND PAMELA A 604 W. BENTON WINTERSET, IA 50273	. OLSON, HUSBAND AND WIFE AS JOINT DEBTORS
their signat	ures and acknowledgments. The	um incorporated herein, for additional Mortgagors Addendum is located on
LENDER	: UNION STATE BANK	
	ORGANIZED AND EXISTING UNDER THE L	AWS OF THE STATE OF IOWA
	P.O. BOX 110	
	201 WEST COURT	
BACKODOL	WINTERSET, IA 50273	
DAUNGRUC		red into a Security Instrument dated 06-15-2005
	and recorded on <u>u6-22-2005</u>	. The Security Instrument wa
	the records of RECORDER OFFICE MAI	
recorded in	DODY 2005 ON DAGE 2000	The property is located
recorded in County, lov	va at <u>BOOK 2005 ON PAGE 2830</u>	. The property is located
recorded in County, lov	va at <u>BOOK 2005 ON PAGE 2830</u>	County at 604 W. BENTON, WINTERSET, IA 50273
recorded in County, lov in <u>MADISON</u>		County at 604 W. BENTON, WINTERSET, IA 50273
recorded in County, lov in <u>MADISON</u> The propert	y is described as: (If the legal of	County at 604 W. BENTON, WINTERSET, IA 50273  description of the property is not on page one o

REAL ESTATE MODIFICATION-IOWA

EXPERS © 2001 Bankers Systems, Inc., St. Cloud, MN Form MMOD-IA 3/2/2005

(page 1 of 3)

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ \( \frac{123,000.00}{2} \)
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.)

A PROMISSORY NOTE DATED 10/24/05 BETWEEN UNION STATE BANK AND JAMES C. AND PAMELA A. OLSON ACCT.#4260025427 IN THE AMOUNT OF \$123,000.00 MATURING ON 1/26/06.

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Se	curity
Instrument at any one time will not exceed \$123,000.00	
$$23,000.00$ $\square$ increase $\square$ decrease in the total principal ar	nount
secured. This limitation of amount does not include interest and other fees and ch	arges
validly made pursuant to the Security Instrument. Also, this limitation does not app	ly to
advances made under the terms of the Security Instrument to protect Lender's security	y 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.

this Mod	dification. Mortgagor also acknowledge	agrees to the terms and covenants contained is receipt of a copy of the Modification.
MORTG	AGOR:	$\sim 10^{-1}$
	Ever l. Olson 10-240.	5 Samela Cullyan 10
(Signature	e) JAMES C. OLSON (Date)	(Signature) PAMELA A. OLSON (Date)
(Sign cours		
(Signature	e) (Date)	(Signature) - (Date)
		, annitifilitera.
(Signature	e) (Date)	(Signature) SIATA (Date)
,		One
LENDER	R: UNION STATE BANK	3/co=4
	$\sim$	
$_{\rm B_{\rm V}}$ $\subset$	- June 1 Do	<b>4</b> - 4/A
By	E GORDON, VICE PRESIDENT	
20/11		THE CASE OF BUILDING
ACKNO	WLEDGMENT:	William William
(Individual	STATE OF IOWA	_, COUNTY OF <u>MADISON</u> } ss.
(IIIUIVIUUdi	On this <u>241H</u> day of <u>util</u>	
	OLSON, HUSBAND AND WIFE AS JOINT DEBTOR:	ersonally appeared <u>JAMES C. OLSON; PAMELA Annual</u>
		is to me known sall here and the foregoing instrument, and ocknowledge.
	that he/she/they executed the same	as his/her/their voluntary act and declarace
ŀ	My conjująsion expires:	5: CORPORATE
ł	Corrmission Number 156154	SEAT
ĺ	My Cornmission Expires	Mare Jorna
	77:08	(Notary Public)
	·	RSET,
	STATE OF <u>IOWA</u>	, COUNTY OF MADISON } ss.
(Lender)	On this 24TH day of 0CTC	
	Notary Public in the state of Iowa, pe	ersonally appeared <u>DUANE GORDON</u>
	hairan harran dalaman da	, to me personally known, wh
	being by me duly sworn or affirmed of said o	did say that person is <u>VICE PRESIDENT</u> entity, (that seal affixed to said instrument is th
	seal of said entity or no seal has	been procured by said entity) and that sa
		if applicable, on behalf of the said entity be
	authority of its <u>VICE PRESIDENT</u>	and the sa
	VICE PRESIDENT	
	acknowledged the execution of said	instrument to be the voluntary act and deed
	said entity by it voluntarily executed.	•
	My commission expires:	Santa O Carre
	SANDRAD! CORKREAN	(Notary Public)
Š.	F Commission Number 712418	•
	My Commission Expires	

EXHIBIT "A" FOR A REAL ESTATE MORTGAGE MODIFICATION DATED 10/24/05 BETWEEN UNION STATE BANK AND JAMES C. AND PAMELA A. OLSON ACCT.#4260025427 FOR THE FOLLOWING DESCRIBED REAL ESTATE:

Commencing at a point 554 feet East of the Northwest Corner of the South Half (½) of the North Half (½) of the Southwest Quarter (¼) of the Northeast Quarter (¼) of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, running thence South 160 feet, thence East 126 feet, thence North to the North line of said ten-acre tract, thence West 126 feet to the point of beginning,