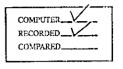
Document 2005 4970

Book 2005 Page 4970 Type 04 002 Pages 3 Date 10/14/2005 Time 10:30 AM Rec Amt \$27.00

MICHELLE UTSLER, COUNTY RECORDER MADISON IOWA



FOR RECORDER'S USE ONLY

Prepared By: Tenedda Campana, Documentation Specialist, Bankers Trust Company, N.A., 453 7th Street P.O. Box 897, Des Moines, IA 50304-0897, (515) 245-2863

ADDRESS TAX STATEMENT:

Leokadia Rokitnicki and Erazm Rokitnicki, 2369 Bevington Park Rd, St Charles, IA 50240

RECORDATION REQUESTED BY:

Bankers Trust Company, N.A.; 453 7th Street; P.O. Box 897; Des Moines, IA 50304-0897

WHEN RECORDED MAIL TO:

Bankers Trust Company, N.A.; 453 7th Street; P.O. Box 897; Des Moines, IA 50304-0897

MODIFICATION OF MORTGAGE

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 1 of this Modification. The legal description can be found on page 1 of this Modification. The related document or instrument number can be found on page 1 of this Modification.

THIS MODIFICATION OF MORTGAGE dated October 7, 2005, is made and executed between Leokadia Rokitnicki, Wife, and Erazm Rokitnicki, Husband, whose address is 2369 Bevington Park Rd, St Charles, IA 50240 (referred to below as "Grantor") and Bankers Trust Company, N.A., whose address is 453 7th Street, P.O. Box 897, Des Moines, IA 50304-0897 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 12, 1998 (the "Mortgage") which has been recorded in Madison County, State of Iowa, as follows:

Recorded in Madison County Recorder's Office Book 203 Page 499 and a Modification of Mortgage dated September 7, 2000 Book 221 Page 61.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Madison County, State of Iowa:

A TRACT OF LAND BEGINNING 1,149.4 FEET NORTH AND 75.76 FEET WEST OF THE SOUTHEAST CORNER OF SECTION ELEVEN (11), TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH PM, MADISON COUNTY, IOWA THENCE SOUTH 85 DEGREES WEST, ALONG THE NORTH LINE OF THE SOUTH 35 ACRES OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION, 584.24 FEET, THENCE NORTH 825 FEET, THENCE NORTH 47 DEGREES EAST, 798.2 FEET TO THE WEST LINE OF SAID COUNTY ROAD, THENCE SOUTHERLY ALONG SAID WEST LINE OF SAID COUNTY ROAD 1,314.15 FEET TO THE POINT OF BEGINNING, AND CONTAINING 14 ACES, MORE OR LESS IN MADISON COUNTY, IOWA. SUBJECT TO BUILDING RETRICTIONS: AND EASEMENTS OF RECORD, IF ANY

The Real Property or its address is commonly known as ,2369 Bevington-Park Rd, St Charles, IA 50240.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

To extend the Maturity date from September 12, 2005 to October 7, 2010.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 1146970001-0001

promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing b t

below acknowledge that this Modification is given conditionally, based on the representation to Lender hat the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also o all such subsequent actions.
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 7, 2005.
GRANTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.
GRANTOR:
Leokadia Rokitnicki
Erazm Rokitnicki
LENDER:
SANKERS TRUST COMPANY, N.A. Ruber Management of the second secon
INDIVIDUAL ACKNOWLEDGMENT
STATE OF
On this

MODIFICATION OF MORTGAGE

Loan No: 1146970001-0001 (Continued) Page 3 LENDER ACKNOWLEDGMENT STATE OF)) SS Octobe/ , A-D-30 05, before me, the On this day of undersigned Notary Public in said County and State, personally appeared and known to me to be the VICO A CONCERT, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender. Residing at and for the State of TIA

5.27.00.005 Copt. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. - IA C:ICFILPLIG201.FC TR-9017 PR-15

CAROLYN A. JOHNSON Commission Number 763553 My Comm. Exp. Lal 9156

My commission expires