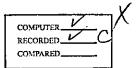
Document 2005 5031

Book 2005 Page 5031 Type 04 002 Pages 4 Date 10/17/2005 Time 3:37 PM Rec Amt \$22.00

MICHELLE UTSLER. COUNTY RECORDER MADISON 10WA



State of Iowa	Space Above This Line For Recording Data
Prepared By: STEVEN D. WARRINGTON	Space Above This Line For Necolumy Data
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 O	PEN-END MORTGAGE
DATE AND PARTIES. The date of this Real Esta	
MORTGAGOR: JEFFREY MANNY AND CONNIE MANNY 2474 265TH ST PERU, IA 50222-8266	, HUSBAND AND WIFE AS JOINT DEBTORS
☐ If checked, refer to the attached Addendum their signatures and acknowledgments. The Ad	
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	into a Convity Instrument dated 10.24.2002
BACKGROUND. Mortgagor and Lender entered	. The Security Instrument was
recorded in the records of MADISON	. The Security instrument was
County, Iowa at IN THE OFFICE OF THER RECORDER IN B	ONK 2002 ON PAGE 5311 The property is located
•	_ County at 2474 265TH STREET, PERU, IA 50222
······································	
The property is described as: (If the legal desthis Security Instrument, it is located on EXHIBIT	

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ \(\frac{370,000.00}{270,000.00}\)
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.)

ADDITONAL SECURITY FOR PROMISSORY NOTE #5020025412 DATED OCTOBER 17, 2005 BETWEEN UNION STATE BNAK AND JEFFREY MANNY AND CONNIE MANNY

X MA	XIMUM	OBLI	GATION	I LIMIT	. The	total	principal	amou	nt se	cured	by the	e Security
Instrur	nent at	any on	e time י	will not	exceed	\$ <u>370,0</u>	00.00				X	which is a
	.00											al amount
												id charges
												t apply to
advand	ces mad	le unde	r the to	erms of	the S	ecurity	Instrum	ent to	protec	t Lend	ler's se	ecurity and
to perf	orm any	of the	covena	ants con	tained	in the	Security	Instrum	ent.			

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) (Date) (Date) (Signature) (Signature) (Date) (Signature) **LENDER: UNION STATE BANK** ACKNOWLEDGMENT: , COUNTY OF MADISON STATE OF IOWA (Individual) On this 17TH day of OCTOBER, 2005 before me, a Notary Public in the state of Iowa, personally appeared <u>JEFFREY MANNY; CONNIE MANNY,</u> **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: SANDRA D. CORKREAN Commission Number 712418 My Commission Expires , COUNTY OF MADISON STATE OF IOWA (Lender) day of OCTOBER, 2005 On this 17TH , 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 BOARD OF DIRECTORS 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.

My commission expires:

(Soal)

SANDRA D. CORKREAN

Commission Number 712418

My Commission Expires

(Commission Commission Expires)

(Notary Public)

EXHIBIT 'A'

Parcel No. 1 -

The Northeast Quarter (½) of the Southeast Quarter (½) and the South Half (½) of the Southeast Quarter (½) of SectionTwenty-eight (28) and the West 50 acres of the Northeast Quarter (½) of Section Thirty-three (33), all in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa;

and

Parcel 2 -

The Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-eight (28), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, except Parcel "A" located in the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-eight (28), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, as shown by the Plat of Survey which was filed in the Madison County, Iowa Recorder's Office on the 30th day of August, 2000, and recorded in Plat Book 3 at page 621,