

Document 2006 23

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MADISON IOWA

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Prepared By: Michael Farrell, Business Banker, Wells Fargo Bank, National Association, 910 East 1st Street, Ankeny, IA 50021, (515) 965-2310

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Wells Fargo Bank, National Association; Ankeny; 910 East 1st Street; Ankeny, IA 50021

~~WHEN RECORDED MAIL TO:~~

~~Wells Fargo Bank, National Association, Attn: Collateral Processing Rep-III, 730 2nd Avenue South, Suite 1000, Minneapolis, MN 55470~~

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4660351496-26

**MODIFICATION OF MORTGAGE**



200059384065600485

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 2 of this Modification. The legal description can be found on page 2 of this Modification. The related document or instrument number can be found on page 2 of this Modification.

**THIS MODIFICATION OF MORTGAGE** dated November 18, 2005, is made and executed between Charles A. Jones and Laura J. Jones, husband and wife, whose address is 3219 Woodbrook Lane, New Virginia, IA 50210; (referred to below as "Grantor") and Wells Fargo Bank, National Association, whose address is 910 East 1st Street, Ankeny, IA. 50021 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 14, 1998 (the "Mortgage") which has been recorded in Madison County, State of Iowa, as follows:

## MODIFICATION OF MORTGAGE

Loan No: 4660351496-026

(Continued)

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Original Mortgage in the amount of \$100,000.00 filed on May 20, 1998, as Document #4598, in Book 198, at Page 642 in the Office of the County Recorder, Madison County, Iowa. Modification file on November 5, 2001 in the amount of \$125,000.00, as Document #004996, in Book 2001, Page 4996 in the Office of the County Recorder, Madison County, Iowa.

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

The North Half (1/2) of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) and the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-five (25), in Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

The Real Property or its address is commonly known as 3219 Woodbrook Lane, New Virginia, IA 50210. The Real Property tax identification number is 770 770162524000000 00.

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

The Mortgage is hereby modified to reflect that it secures that certain promissory note dated November 18, 2005 made by the Grantor in the face amount of \$140,000.00 payable to the Lender, and having a maturity date of November 15, 2006. The 2005 Replacement Note replaces, but shall not be deemed payment or satisfaction of, the "Note" as defined in the Mortgage. All references in the Mortgage to the "Note" shall henceforth be deemed to be references to the 2005 Replacement Note.

The Renewal Note renews the Note to the extent of \$125,000.00 and evidences additional advances of \$15,000.00.

**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 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 below acknowledge that this Modification is given conditionally, based on the representation to Lender that 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 to all such subsequent actions.

**FACSIMILE AND COUNTERPART.** This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 18, 2005.**

**GRANTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.**

MODIFICATION OF MORTGAGE  
(Continued)

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GRANTOR:

X Charles A. Jones  
Charles A. Jones

X Laura J. Jones  
Laura J. Jones

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

X [Signature]  
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa )  
 ) SS  
COUNTY OF Polk )

On this 1st day of December, A.D., 20 05, before me, a Notary Public in and for said County and State, personally appeared **Charles A. Jones and Laura J. Jones, husband and wife**, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Teri Hanke  
Notary Public in the State of Iowa

TERI HANKE  
NOTARIAL SEAL - STATE OF IOWA  
COMMISSION NUMBER 718155  
MY COMMISSION EXPIRES 8/26/08

MODIFICATION OF MORTGAGE  
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Iowa )  
 ) SS  
COUNTY OF Polk )

On this 1<sup>st</sup> day of December, A.D., 20 05, before me, the undersigned Notary Public in said County and State, personally appeared Jake Eppemiller and known to me to be the Vice President, 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.

By Teri Hanke Residing at 6716 W 140<sup>th</sup> N Mingo, IA  
Notary Public in and for the State of Iowa My commission expires 8-24-2008

TERI HANKE  
NOTARIAL SEAL - STATE OF IOWA  
COMMISSION NUMBER 718155  
MY COMMISSION EXPIRES 8-24-08

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MORTGAGE MODIFIC  
LOAN# 4660351496-26  
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