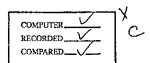
## Document 2005 5833

Book 2005 Page 5833 Type 04 002 Pages 3 Date 12/05/2005 Time 3:18 PM Rec Amt \$17.00

MICHELLE UTSLER, COUNTY RECORDER MADISON 10WA



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S1	tate of Iowa ————————————————————————————————————
	STEVEN D. WARRINGTON
	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 11-30-2005  The parties and their addresses are:
MORTG	AGOR: NATHANIEL L. BYERLY, A SINGLE PERSON 622 NORTH 7TH STREET WINTERSET, IA 50273
their signat	ed, refer to the attached Addendum incorporated herein, for additional Mortgagors, tures and acknowledgments. The Addendum is located on
LENDER	R: UNION STATE BANK
	ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA
	P.O. BOX 110
	201 WEST COURT WINTERSET, IA 50273
BACKGROI	UND. Mortgagor and Lender entered into a Security Instrument dated <u>09-20-2005</u>
5.101101101	and recorded on 09-21-2005 . The Security Instrument was
recorded in	the records of RECORDER FOR MADISON
County, lov	wa at BOOK 2005 ON PAGE 4552 . The property is located
in MADISC	ON County at 622 N 7TH STREET,
<u>WINTERS</u>	ET, IA 50273
The proper	rty is described as: (If the legal description of the property is not on page one o
	ty Instrument, it is located on)
THE NOR	RTH HALF (½) OF LOTS ONE (1) AND TWO (2) IN BLOCK FOUR (4) OF ITH'S ADDITION TO WINTERSET, IN MADISON COUNTY, IOWA

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 62,500,00 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 #4260025487 DATED NOVEMBER 30, 2005 IN THE AMOUNT OF \$57,000.00 BETWEEN UNION STATE BANK AND NATHANIEL L. BYERLY WITH A MATURITY DATE OF MAY 5, 2006

🛛 MAXIMUM OBLIGATION LIN	IIT. The total princip	al amount secure	d by the Security
Instrument at any one time will ne	ot exceed \$ <u>62,500.0</u>	0	🛭 which is a
\$ <u>11,304.55</u> X	l increase 🗀 dec	rease in the tota	l principal amount
secured. This limitation of amou			<del>-</del>
validly made pursuant to the Se	ecurity Instrument. A	lso, this limitation	does not apply to
advances made under the terms			nder's security and
to perform any of the covenants c	ontained in the Securit	y 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 Modification. Mortgagor also acknowledges receipt of a copy of the Modification. MORTGAGOR: (Signature) (Date) (Signature) LENDER: UNION STATE BANK ON, SENIOR VICE PRESIDENT **ACKNOWLEDGMENT:** STATE OF JOWA , COUNTY OF <u>MADISON</u> (Individual) On this 30TH day of NOVEMBER, 2005 before me, a Notary Public in the state of Iowa, personally appeared NATHANIEL BYERLY. A SINGLE PERSON 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 (Notary Public) My Commission Expires , COUNTY OF MADISON STATE OF IOWA (Lender) On this 30TH day of NOVEMBER, 2005 , before me, a Notary Public in the state of Iowa, personally appeared STEVEN D. \_\_\_\_, to me personally known, who WARRINGTON being by me duly sworn or affirmed did say that person is SENIOR VICE \_\_\_\_\_ 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 and the said authority of its SENIOR VICE PRESIDENT 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: (Notary Public) SANDRA D. CORKREAN sion Number 712418

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in

My Commission Expires