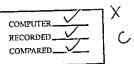


Document 2006 721

Book 2006 Page 72! Type 04 002 Pages 3 Date 2/23/2006 Time 3:46 PM Rec Amt \$17.00

MICHELLE UTSLER. COUNTY RECORDER MADISON IOWA .



State of lowa S	Space Above This Line For Recording Data	
Prepared By: DUANE GORDON	,	
UNION STATE BANK		
P.O. BOX 110,		
WINTERSET, IA 50273 (515) 4	62-2161	
Return To: UNION STATE BANK		
P.O. BOX 110		
201 WEST COURT	•	
WINTERSET, IA 50273		
MODIFICATION OF OF	PEN-END MORTGAGE	
DATE AND PARTIES. The date of this Real Esta		
MORTGAGOR: TED H. GRAUER AND CHE AS JOINT DEBTORS 1318 UPLAND AVE VAN METER, IA 50261	RI LYNN GRAUER, HUSBAND AND WIFE	
☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments. The Addendum is located on		
LENDER: UNION STATE BANK		
	DER THE LAWS OF THE STATE OF IOWA	
P.O. BOX 110		
201 WEST COURT		
WINTERSET, IA 50273		
BACKGROUND. Mortgagor and Lender entered		
	, The Security Instrument was	
recorded in the records of MADISON		
County, Iowa at BOOK 2005 ON PAGE 4688		
inMADISON	_ County at 1318 UPLAND AVE., VAN	
METER, IA 50261	· · · · · · · · · · · · · · · · · · ·	
The property is described as: (If the legal description of the property is not on page one of this Security Instrument, it is located on ATTACHED EXHIBIT "A")		
this security institution, it is located on ATTACHED EXTIDIT A		

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 200,000.00

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.)

THIS MORTGAGE AND MODIFICATION SECURES PROMISSORY NOTE #6000025363 IN THE AMOUNT OF \$100,000.00 AND PROMISSORY NOTE #6000025589 IN THE AMOUNT OF \$50,000.00. BOTH LOANS MATURE ON 9/22/06 AND BOTH LOANS ARE BETWEEN UNION STATE BANK AND TED H. AND CHERI LYNN GRAUER.

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the	Security
Instrument at any one time will not exceed \$200,000.00	hich is a
\$100,000.00 \omega increase \omega decrease in the total principal	
secured. This limitation of amount does not include interest and other fees and	charges
validly made pursuant to the Security Instrument. Also, this limitation does not a	apply to
advances made under the terms of the Security Instrument to protect Lender's secu	rity 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 Modification. Mortgagor also acknowledges receipt of a copy of the Modification. MORTGAGOR: (Date) (Signature) LENDER: UNION STATE BANK **ACKNOWLEDGMENT:** COUNTY OF MADISON STATE OF **IOWA** (Individual) day of FEBRUARY, 2006 , before me, a On this 15TH Notary Public in the state of Iowa, personally appeared TED H. GRAUER; CHERI LYNN GRAUER, HUSBAND AND WIFE AS JOINT DEBTORS 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: DUANE GORDON Corr.mission Number 156154 My Commission Expires , COUNTY OF <u>MADISON</u> STATE OF JOWA (Lender) day of FEBRUARY, 2006 , before me, a On this 15TH___ Notary Public in the state of Iowa, personally appeared DUANE GORDON _, to me personally known, who being by me duly sworn or affirmed did say that person is 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 VICE PRESIDENT 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: (Seal). JAYNE CHANWEL Commission Number 734374 My Commission Expires

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