

MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA

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**FOR RECORDER'S USE ONLY**

Prepared By: **BONNIE BERG**, CONSUMER ASSOCIATE, Community State Bank, National Association, 817 N. Ankeny Blvd., Ankeny, IA 50023, (515) 331-3100

**ADDRESS TAX STATEMENT:**

**GEORGE S SPERRY and MARILYN KAY SPERRY, 2775 140TH ST, VAN METER, IA 50261-8508**

**RECORDATION REQUESTED BY:**

Community State Bank, National Association; Ankeny Banking Facility; 817 N. Ankeny Blvd.; PO Box 127; Ankeny, IA 50023

**WHEN RECORDED MAIL TO:**

Community State Bank, National Association, 817 N. Ankeny Blvd., Ankeny, IA 50023

**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 January 26, 2006, is made and executed between **GEORGE S SPERRY and MARILYN KAY SPERRY; AS HUSBAND AND WIFE** (referred to below as "Grantor") and **Community State Bank, National Association**, whose address is 817 N. Ankeny Blvd., PO Box 127, Ankeny, IA 50023 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 6, 1999 (the "Mortgage") which has been recorded in MADISON County, State of Iowa, as follows:

**REM DATED 01/06/99 FILED IN BOOK 205 PAGE 55.**

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

PARCEL "B", LOCATED IN THE SOUTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 24, IN TOWNSHIP 77 NORTH, RANGE 27 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 24, THENCE SOUTH 8956 1/2' WEST 1334.8 FEET, THENCE NORTH 0 19 3/4' EAST 611.5 FEET, THENCE NORTH 83 16 1/4' EAST 236.5 FEET, THENCE NORTH 80 51 1/4' EAST 284.9 FEET, THENCE SOUTH 06 04 1/4' EAST 60.1 FEET, THENCE NORTH 88 44 1/2' EAST 808.9 FEET, THENCE SOUTH 0 00 1/2' EAST 641.2 FEET TO THE POINT OF BEGINNING, CONTAINING 19.51 ACRES INCLUDING 1.29 ACRES OF COUNTY ROAD.

The Real Property or its address is commonly known as 2775 140TH ST, VAN METER, IA 50261-8508.

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

**EXTENDING MATURITY DATE TO JANUARY 20, 2016.**

**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

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(Continued)

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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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 26, 2006.

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

GRANTOR:

X George S Sperry  
GEORGE S SPERRY

X Marilyn Kay Sperry  
MARILYN KAY SPERRY

LENDER:

COMMUNITY STATE BANK, NATIONAL ASSOCIATION

X Lori Lensch  
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa )  
 ) SS  
COUNTY OF Polk )

On this 26 day of January, A.D., 20 06, before me, a Notary Public in and for said County and State, personally appeared **GEORGE S SPERRY and MARILYN KAY SPERRY, AS 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.



Iowa  
Notary Public in the State of  
Lori Lensch

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(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Iowa )  
 ) SS  
COUNTY OF Polk )

On this 26 day of January, A.D., 20 06, before me, the undersigned Notary Public in said County and State, personally appeared George S. Sperry and Marilyn Kay Sperry and known to me to be the \_\_\_\_\_, 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 [Signature]  
Notary Public in and for the State of IA.

Residing at Des Moines, Iowa  
My commission expires 9-16-2008