

Document 2006 1190

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MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input type="checkbox"/>

_____ State of Iowa _____ Space Above This Line For Recording Data _____

Prepared By: 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 03-27-2006.
The parties and their addresses are:

MORTGAGOR: MARK DARBY AND LISA M. DARBY, HUSBAND AND WIFE AS JOINT DEBTORS
1879 158TH COURT
EARLHAM, IA 50072

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
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA
P.O. BOX 110
201 WEST COURT
WINTERSET, IA 50273

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 06-07-2005 and recorded on 06-08-2005. The Security Instrument was recorded in the records of MADISON County, Iowa at OFFICE OF RECORDER IN BOOK 2005 PAGE 2585 the property is located in MADISON County at 1879 158TH COURT, EARLHAM, IA 50072.

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 EXHIBIT "A" ON PAGE 4.)

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 524,400.00
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 #4260025656 DATED MARCH 27, 2006 IN THE MOAUNT OF \$524,400.00 BETWEEN UNION STATE BANK AND MARKA. AND LISA M. DARBY WITH A MATURITY DATE OF JULY 27, 2006

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$524,400.00 which is a \$74,400.00 increase decrease in the total principal amount 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 apply to advances made under the terms of the Security Instrument to protect Lender's security 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.

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:

Mark Darby 3/27/06
(Signature) MARK DARBY (Date)

Lisa Michele Darby 3/27/06
(Signature) LISA M. DARBY (Date)

(Signature) (Date)

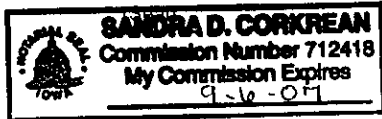
LENDER: UNION STATE BANK

By Steven D. Warrington
STEVEN D. WARRINGTON, SENIOR VICE PRESIDENT

ACKNOWLEDGMENT:

(Individual) STATE OF IOWA, COUNTY OF MADISON } ss.
On this 27TH day of MARCH, 2006, before me, a Notary Public in the state of Iowa, personally appeared MARK DARBY; LISA M. DARBY, 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:

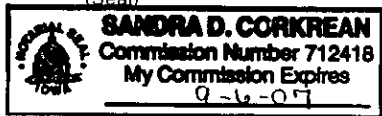


Sandra D. Corkrean
(Notary Public)

(Lender) STATE OF IOWA, COUNTY OF _____ } ss.
On this 27TH day of MARCH, 2006, 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 _____ 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:

(Seal)



Sandra D. Corkrean
(Notary Public)

Exhibit "A"

PARCEL "D" LOCATED IN THE SOUTH HALF (S ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION THIRTY-THREE (33), TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, CONTAINING 32.590 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2005, PAGE 2350 ON MAY 24, 2005, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA

