

Document 2006 1655

Book 2006 Page 1655 Type 04 002 Pages 4  
Date 4/27/2006 Time 3:31 PM  
Rec Amt \$22.00

MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA

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

X  
C

\_\_\_\_\_ State of Iowa \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

Prepared By: DUANE GORDON  
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 04-21-2006  
\_\_\_\_\_. The parties and their addresses are:

**MORTGAGOR:** DONALD R. EYERLY JR. AND CHRISTINE K. EYERLY, HUSBAND AND WIFE AS JOINT DEBTORS

If checked, refer to the attached Addendum incorporated herein, for additional Mortgages, 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 08-15-2006  
\_\_\_\_\_ and recorded on 08-16-2005 \_\_\_\_\_. The Security Instrument was recorded in the records of MADISON  
County, Iowa at BOOK 2005 PAGE 3920 \_\_\_\_\_. The property is located in MADISON  
County at 1671 FOX TRAIL, WINTERSET, IA 50273 \_\_\_\_\_.

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 \$ 130,000.00**  
**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.)*

**A PROMISSORY NOTE DATED 4/21/06 BETWEEN UNION STATE BANK AND E & R ENTERPRISES #6000025712 IN THE AMOUNT OF \$150,000.00 MATURING ON 4/21/2007.**

**MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ 150,000.00  which is a \$ 20,000.00  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.

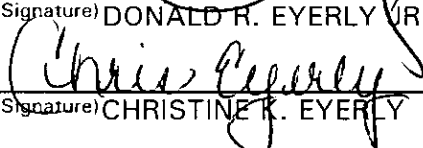
**NOTICE TO CONSUMER**  
(For purposes of this Notice, "You" means Mortgagor)

**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**

  
 \_\_\_\_\_ 4-21-06  
 (Signature) DONALD R. EYERLY JR. (Date)

  
 \_\_\_\_\_ 4-21-06  
 (Signature) CHRISTINE K. EYERLY (Date)

\_\_\_\_\_  
 (Signature) (Date)

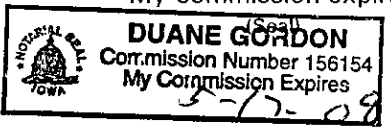
**LENDER: UNION STATE BANK**

By   
 \_\_\_\_\_  
 DUANE GORDON, VICE PRESIDENT

**ACKNOWLEDGMENT:**

(Individual) STATE OF IOWA, COUNTY OF MADISON } ss.  
 On this 21ST day of APRIL, 2006, before me, a Notary Public in the state of Iowa, personally appeared DONALD R. EYERLY JR.; CHRISTINE K. EYERLY, 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:

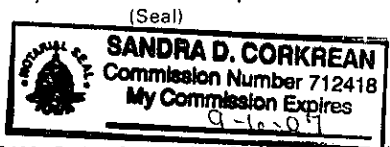


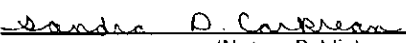
  
 \_\_\_\_\_  
 (Notary Public)



(Lender) STATE OF IOWA, COUNTY OF MADISON } ss.  
 On this 21ST day of APRIL, 2006, before me, a 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 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)

## Exhibit "A"

The following described real estate, to-wit: Commencing at the Southeast corner of the West Fractional Half (1/2) of the Southwest Quarter (1/4) of Section Seven (7), running thence North 80 rods, thence East 40 rods, thence North to the Northeast corner of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section Seven (7), thence West to the center of the main channel of Middle River, thence up the main channel of said river to the West line of the Southwest Quarter of said Section Seven (7), thence South on said line to the center of the main channel of Middle River, thence up the center of said river to the South line of the Southwest Quarter (1/4) of said Section Seven (7); thence East to the place of beginning, excepting therefrom all that part of the North 22 acres of the West Fractional Half (1/2) of the Southwest Quarter (1/4) of Section Seven (7) lying South and East of the main channel of Middle River and containing 1 acre, more or less, and excepting all that part of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section Seven (7) lying North and East of Middle River; also, Lot 2 of the Southwest Quarter (1/4) of the Southeast Quarter (1/4), and the Southeast Quarter (1/4) of the Southwest Quarter (1/4) except Lots 1 and 2 thereof, of Section Seven (7), excepting that part of the East Half (1/2) of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) and of said Lot 2 of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) described as follows: Commencing at the Southeast corner of said Lot 2, thence Westerly along the North line of the public highway a distance of 2 rods, thence in a Northwesterly direction approximately 40 rods to a point 10 rods East of Middle River, thence West to said river, thence Northerly along said river to the North line of said East Half (1/2) of the Southeast Quarter (1/4) of the Southwest Quarter (1/4), thence East to the public highway, thence South along the West line of said highway to the place of beginning; also all that part of the Northwest Fractional Quarter (1/4) of Section Eighteen (18) lying South and East of the main channel of Middle River and containing 104.41 acres, more or less; also, the West Fractional Half (1/2) of the Southwest Quarter of Section Eighteen (18); also the following described tract of land: Commencing at the Northeast corner of the Northwest Quarter (1/4) of Section Eighteen (18), thence South 50 rods, thence East 23 rods, thence North to the center of the main channel of Middle River, thence up the center of the main channel of Middle River to the North line of said Section Eighteen (18), thence West to the place of beginning; all of said land being in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,