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MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA

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

Prepared By: ALESIA HARLAN  
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801 MAIN STREET PO  
BOX 159  
NORWALK, IA 50211

### MODIFICATION OF OPEN-END MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is 11-14-2006. The parties and their addresses are:

**MORTGAGOR:** MARVIN KENT MCCUDDIN, A.K.A. KENT MCCUDDIN AND KAREN G. MCCUDDIN, HUSBAND AND WIFE  
1050 150TH AVE  
TRURO, IA 50257

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments. The Addendum is located on \_\_\_\_\_.

**LENDER:** CITY STATE BANK  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA  
801 MAIN STREET PO BOX 159  
NORWALK, IA 50211

**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated 04-20-2006 and recorded on 04-21-2006. The Security Instrument was recorded in the records of MADISON County, Iowa at BOOK 2006, PAGE 1539. The property is located in MADISON County at 3309 ST. CHARLES ROAD, ST. CHARLES, IA

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 \_\_\_\_\_.)

THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPT THAT PART THEREOF CONVEYED FOR ROAD PURPOSES.

REAL ESTATE MODIFICATION-IOWA

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(page 1 of 3)

**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.)*

LOAN DATED 4/20/2006 IN THE AMOUNT OF \$190,000 TO MARVIN KENT  
MCCUDDIN AND KAREN G. MCCUDDIN  
AND

LOAN DATED 11/14/2006 IN THE AMOUNT OF \$10,000 TO MARVIN KENT  
MCCUDDIN AND KAREN G. MCCUDDIN.

**MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$200,000.00  which is a \$10,000.00  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:**

*Marvin Kent McCuddin* 11-15-06  
(Signature) MARVIN KENT MCCUDDIN, A.K.A. KENT MCCUDDIN (Date)

*Karen G. McCuddin* 11/15/06  
(Signature) KAREN G. MCCUDDIN (Date)

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

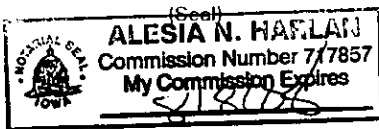
**LENDER: CITY STATE BANK**

By *[Signature]* 11/22/06  
ALEZIA HARLAN, LOAN OPERATIONS OFFICER

**ACKNOWLEDGMENT:**

(Individual) STATE OF IOWA \_\_\_\_\_, COUNTY OF WARREN \_\_\_\_\_) ss.  
On this 14TH \_\_\_\_\_ day of NOVEMBER, 2006 \_\_\_\_\_, before me, a Notary Public in the state of Iowa, personally appeared MARVIN KENT MCCUDDIN, A.K.A. KENT MCCUDDIN; KAREN G. MCCUDDIN, HUSBAND AND WIFE 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: 08-08-2008



*[Signature]* \_\_\_\_\_  
(Notary Public)  
ALEZIA N. HARLAN 11/22/06

(Lender) STATE OF IOWA \_\_\_\_\_, COUNTY OF Madison \_\_\_\_\_) ss.  
On this ~~14~~ 22 day of November, before me, a Notary Public in the state of Iowa, personally appeared ALESIA HARLAN

\_\_\_\_\_, to me personally known, who being by me duly sworn or affirmed did say that person is LOAN OPERATIONS OFFICER 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 LOAN OPERATIONS OFFICER

acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.

My commission expires: \_\_\_\_\_  
(Seal)

*[Signature]* \_\_\_\_\_  
(Notary Public)

