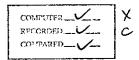


Document 2006 4856

Book 2006 Page 4856 Type 04 002 Pages 3 Date 11/21/2006 Time 3:44 PM Rec Amt \$17.00

MICHELLE UTSLER: COUNTY RECORDER MADISON IOWA



S	tate of lowa	— Space Above This Line For Recording Data ———				
	DAVID A KOCH	·				
	UNION STATE BANK					
	P.O. BOX 110,					
<b>/</b>	WINTERSET, IA 50273 (51	5) 462-2161				
✓ Return To:	UNION STATE BANK					
	P.O. BOX 110					
	201 WEST COURT					
	WINTERSET, IA 50273	ODEN END MODECACE				
MODIFICATION OF OPEN-END MORTGAGE						
	PARTIES. The date of this Real	Estate Modification (Modification) is <u>11-21-2006</u> nd their addresses are:				
MORTG.	AGOR: DANIELLE K. CUMMIN 5117 WISTFUL VISTA WEST DES MOINES, IA	DRIVE				
		dum incorporated herein, for additional Mortgagors,				
_	~	Addendum is located on				
LENDER	: UNION STATE BANK	UNDER THE LAWS OF THE STATE OF IOWA				
	P.O. BOX 110	ONDER THE LAWS OF THE STATE OF TOWA				
	201 WEST COURT					
	WINTERSET, IA 50273					
BACKGROU	JND. Mortgagor and Lender ent-	ered into a Security Instrument dated 04-28-2006				
	and recorded on 04-28-200	. The Security Instrument was				
recorded in	the records of MADISON					
County, lov	wa at <u>BOOK 2006, PAGE 167</u>	2 . The property is located				
in <u>MADISO</u>	N	County at 2937 HICKORY RIDGE ROAD,				
SI. CHAR	LES, IA 50240	description of the manager is not on some or of				
		description of the property is not on page one of				
inis Securit	y instrument, it is located on					

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 257,600.00

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 4/28/06 IN THE AMOUNT OF \$257,600.00, ACCOUNT 4260025751 BETWEEN UNION STATE BANK AND DANIELLE K. CUMMINGS MATURING ON 5/21/07

~				
☐ MAXIMUM OBLIGATION L	<mark>IMIT</mark> . The total p	rincipal amount s	ecured by the	Security
Instrument at any one time will	not exceed \$		🗆 w	hich is a
\$	☐ increase ☐	decrease in the	total principal	amount
secured. This limitation of am validly made pursuant to the advances made under the term to perform any of the covenants	Security Instrumen s of the Security I	it. Also, this limita nstrument to prote	ation does not ct Lender's sec	apply to

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.

<b>MORTGA</b>		
	Danielle K Cummings.	
(Signature)	DANIELLE K. CUMMINGS	(Date)
	DANIELL R. COMMINGS	(= = = -,
(Signature)		(Date)
10:	•	
(Signature)		(Date)
I ENDED:	UNION STATE BANK	
CCNDEN.	ONION STATE BANK	
ケ	10110	
Ву	D A. KOCH, VICE PRESIDENT	
DÆ∜I	D A. KOCH, VICE PRESIDENT	
ACKNOW	/LEDGMENT:	
(Individual)	STATE OF <u>IOWA</u> , COUNTY OFOn this <u>21ST</u> day of <u>NOVEMBER</u> , 2006	} ss.
(maividual)	Notary Public in the state of Iowa, personally appeared DAN	, before me, a
	CUMMINGS, A SINGLE PERSON	
	known to be the person(s) named in and who executed the	
	and acknowledged that he/she/they executed the same as	
	act and deed.	nhe
	My commission expires:	
•	(Seal) SONI L	AHRENS
	10 - 7-08 My Com	nission Expires
	70WF	1-09
(Lender)	STATE OF <u>IOWA</u> , COUNTY OF <u>MADISO</u>	
	On this 21ST day of NOVEMBER, 2006	
	Notary Public in the state of Iowa, personally appeared DAV	
	being by me duly sworn or affirmed did say that person is $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ $	personally known, who
	of said entity, (that seal affixed to	
	seal of said entity or no seal has been procured by said	
	instrument was signed and sealed, if applicable, on behalf	
	authority of its	and the said
	VICE PRESIDENT	
	acknowledged the execution of said instrument to be the vo	luntary act and deed of
	said entity by it voluntarily executed.	
	My commission expires:	haire
	(Seal) (Notary	Public)
		•
	10-7-08 SONI	L. AHRENS
	Commissi	on Number 737093
Expers <sup>®</sup>	© 2001 Bankers Systems, Inc., St. Cloud, MN Form MMOD-IA 10/27/2005	nmission Expires (page 3 of 3)