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CHEK

LISA SMITH, COUNTY RECORDER  
MADISON IOWA

\_\_\_\_\_ 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 01-26-2007  
\_\_\_\_\_. The parties and their addresses are:

**MORTGAGOR:** CHARLES R. STRAWN AND AUDREY J. STRAWN, HUSBAND AND  
WIFE AS JOINT DEBTORS  
2463 BEVINGTON PARK ROAD  
ST. CHARLES, IA 50240

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 07-17-2006  
\_\_\_\_\_ and recorded on 07-27-2006 \_\_\_\_\_. The Security Instrument was  
recorded in the records of MADISON  
County, Iowa at BOOK 2006 ON PAGE 3066 \_\_\_\_\_. The property is located  
in MADISON \_\_\_\_\_ County at 2463 BEVINGTON PARK  
ROAD, ST. CHARLES, IA 50240 \_\_\_\_\_.

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 PAGE 4 OF EXHIBIT "A" \_\_\_\_\_.)

REFER TO ATTACHED EXHIBIT "A"

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 332,500.00**  
**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 REAL ESTATE NOTE DATED 1/26/07 IN THE AMOUNT OF \$332,500.00  
ACCT.#4260026210 BETWEEN UNION STATE BANK AND CHARLES R. AND  
AUDREY J. STRAWN MATURING ON 7/25/07.

**MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$332,500.00  which is a \$82,500.00  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:**

Charles R. Strawn 1-26-07  
(Signature) CHARLES R. STRAWN (Date)

Audrey J. Strawn 1-26-07  
(Signature) AUDREY J. STRAWN (Date)

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

**LENDER: UNION STATE BANK**

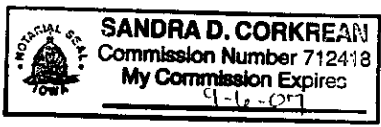
By Duane Gordon J.P.  
DUANE GORDON, VICE PRESIDENT



**ACKNOWLEDGMENT:**

(Individual) STATE OF IOWA, COUNTY OF MADISON } ss.  
On this 26TH day of JANUARY, 2007, before me, a Notary Public in the state of Iowa, personally appeared CHARLES R. STRAWN; AUDREY J. STRAWN, 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.

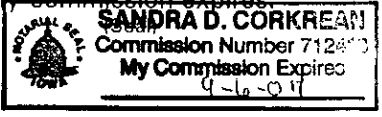
My commission expires:  
(Seal)



Sandra D. Corkrean  
(Notary Public)

(Lender) STATE OF IOWA, COUNTY OF MADISON } ss.  
On this 26TH day of JANUARY, 2007, 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 and the said 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:



Sandra D. Corkrean  
(Notary Public)

EXHIBIT "A" FOR A REAL ESTATE MORTGAGE MODIFICATION DATED  
1/26/07 BETWEEN UNION STATE BANK AND CHARLES AND AUDREY  
STRAWN FOR THE FOLLOWING DESCRIBED REAL PROPERTY:

DESCRIPTION - PARCEL G:

That part of the Northeast Quarter of the Southeast Quarter of  
Section 14, Township 75 North, Range 26 West of the 5th P.M.,  
Madison County, Iowa, described as follows:

Commencing at the East Quarter corner of said Section 14;  
thence on an assumed bearing of South 00 degrees 00 minutes  
00 seconds East, 442.03 feet along the east line of said  
Northeast Quarter of the Southeast Quarter to the point of  
beginning; thence South 00 degrees 00 minutes 00 seconds East,  
379.31 feet along said east line; thence North 79 degrees 41  
minutes 51 seconds West, 192.34 feet; thence North 46 degrees  
32 minutes 49 seconds West, 329.66 feet; thence North 10  
degrees 36 minutes 33 seconds East, 347.28 feet; thence South  
58 degrees 31 minutes 55 seconds East, 427.48 feet to the  
point of beginning, having an area of 3.86 acres including 0.45  
acres of Madison County Road Easement.