Document 2007 1449

Book 2007 Page 1449 Type 04 002 Pages 3 Date 4/10/2007 Time 4:08 PM

(page 1 of 3)

Rec Amt \$17.00

IND> ANN(V SCAN

LISA SMITH, COUNTY RECORDER MADISON IOWA

CHEK

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 W. COURT AVE WINTERSET, IA 50273 MODIFICATION OF OPEN-END MORTGAGE
DATE AND PARTIES. The date of this Real Estate Modification (Modification) is <u>04-05-2007</u> The parties and their addresses are:
MORTGAGOR: RICHARD L. WILLIAMS AND REBECCA WILLIAMS, HUSBAND AND WIFE AS JOINT DEBTORS 912 S 7TH AVE WINTERSET, IA 50273-2229
☐ 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 W. COURT AVE WINTERSET, IA 50273 BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 10-12-2006 and recorded on 10-19-2006 The Security Instrument was recorded in the records of MADISON
County, lowa at BOOK 2006 PAGE 4302 In MADISON County at 912 S 7TH AVE., 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
THE SOUTH ONE-FOURTH (1/4) OF LOT EIGHTEEN (18) EXCEPT THE WEST 152 FEET THEREOF, AND EXCEPT THE NORTH 3.00 FEET THEREOF; AND THE NORTH THREE-FIFTHS (3/5) OF LOT NINETEEN (19), EXCEPT THE WEST 152 FEET THEREOF, ALL IN HUTCHING'S ADDITION TO THE CITY OF WINTERSET, MADISON COUNTY, IOW REAL ESTATE MODIFICATION-IOWA EXCEPT © \$2001 Bankers Systems, Inc., St. Cloud, MN Form MMOD-IA 10/27/2005 (page 1 of 3)

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 51,000,00 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 REAL ESTATE NOTE #4260026320 DATED APRIL 5, 2007 IN THE AMOUNT OF \$51,000.00 BETWEEN UNION STATE BANK AND RICHARD L. WILLIAMS AND REBECCA WILLIAMS.

☑ MAXIMU	M OBLIGATIO	N LIMIT. Th	e total pri	ncipal amo	ount secure	d by the	Security
Instrument	at any one time	will not exce	ed \$ <u>51.00</u>	0.00		XX v	vhich is a
	0						
	nis limitation o						
	e pursuant to						
advances m	ade under the	terms of the	Security In:	strument to	protect Le	nder's sec	urity and
to perform a	iny of the cover	nants containe	d in the Sec	curity Instru	ment.		

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.

this Modification. Mortgagor also acknowledges receipt of a copy of the Modification. MORTGAGOR: (Signature) (Date) LENDER: UNION STATE BANK DUANE GORDON, VICE PRÉ ACKNOWLEDGMENT: STATE OF IOWA , COUNTY OF MADISON (Individual) On this 5TH day of APRIL, 2007 , before me, a Notary Public in the state of Iowa, personally appeared RICHARD L. WILLIAMS; REBECCA WILLIAMS, HUSBAND AND WIFE AS JOINT DEBTORS 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: DUANE GORDON ommission Number 156154 My Commission Expires STATE OF JOWA , COUNTY OF MADISON (Lender) day of APRIL, 2007 On this <u>5TH</u> , 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 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: (Seal)

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in