

Document 2007 2701

Book 2007 Page 2701 Type 04 002 Pages 4
Date 7/05/2007 Time 11:29 AM
Rec Amt \$22.00

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LISA SMITH, COUNTY RECORDER
MADISON IOWA

CHEK

FOR RECORDER'S USE ONLY

Prepared By: GARY GIESLER, U.S. BANK NATIONAL ASSOCIATION, 520 WALNUT STREET, Des Moines, IA 50309, (515) 245-6234

~~RECORDATION REQUESTED BY:~~

~~U.S. Bank National Association, Des Moines Private Client Group, 520 Walnut St, Des Moines, IA 50309~~

✓ WHEN RECORDED MAIL TO: 2925 Country Drive, St. Paul, MN 55117-9969
U.S. Bank National Association, Lien Dept P.O. Box 3427, Oshkosh, WI 54903

MODIFICATION OF MORTGAGE

3990/200

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 1 of this Modification. The legal description can be found on page 1 of this Modification. The parcel identification number can be found on page 1 of this Modification. The related document or instrument number can be found on page 1 of this Modification.

THIS MODIFICATION OF MORTGAGE dated June 1, 2007, is made and executed between MARK L. BEATTY, A/K/A MARK LINCOLN BEATTY, whose address is 1423 PITZER ROAD, EARLHAM, IA 50072 and MARY K. BEATTY, A/K/A MARY KATHRYN BEATTY, whose address is 1423 PITZER ROAD, EARLHAM, IA 50072; Husband and wife (referred to below as "Grantor") and U.S. Bank National Association, whose address is 520 Walnut St, Des Moines, IA 50309 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 24, 2003 (the "Mortgage") which has been recorded in MADISON County, State of Iowa, as follows:

Recorded in the Office of the County Recorder
County of Recording: Madison County, Iowa
Date of Recording: October 16, 2003
Document No. 6229 in Book 2003 at Page 6229

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in MADISON County, State of Iowa:

PARCEL A LOCATED IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 77 NORTH, RANGE 29 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2, PAGE 361 ON JANUARY 19, 1993 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA.

The Real Property or its address is commonly known as 1423 PITZER ROAD, EARLHAM, IA 50072. The Real Property tax identification number is 250042800010000. The Real Property parcel identification number is 250042800010000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Borrower has requested, and Lender has agreed to, the following modification(s) in the Indebtedness secured by the Mortgage:

- Extension of the maturity date of the Indebtedness secured by the Mortgage.
- Addition of new Indebtedness secured by the Mortgage.

The changes described above are evidenced by an agreement by the parties dated June 1, 2007

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 463404668

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(the "Credit Amendment") amending the Credit Agreement.

The Credit Agreement Amendment evidences new Indebtedness in the principal amount of \$171,000.00. The parties hereby agree that the Mortgage will secure all existing and new Indebtedness evidenced by the Credit Agreement, as amended by the Credit Agreement Amendment.


The maturity date of the Mortgage is hereby extended to May 24, 2009. .

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 1, 2007.

GRANTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

GRANTOR:

X 

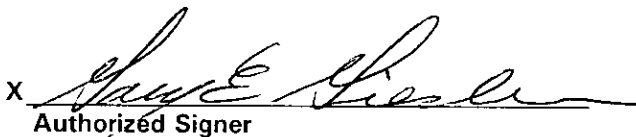
MARK L. BEATTY

X 

MARY K. BEATTY

LENDER:

U.S. BANK NATIONAL ASSOCIATION

X 

Authorized Signer

Gary E Giesler

MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Polk)

On this 5 day of June, A.D., 20 07, before me, a Notary Public in and for said County and State, personally appeared **MARK L. BEATTY** to me known to be the person named in and who executed the foregoing instrument and acknowledged that he or she executed the same as his or her voluntary act and deed.



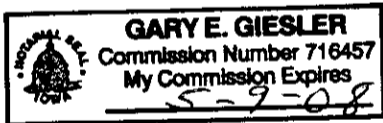
Gary E. Giesler
Notary Public in the State of
Iowa

* AKA Mark Lincoln Beatty

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Polk)

On this 5 day of June, A.D., 20 07, before me, a Notary Public in and for said County and State, personally appeared **MARY K. BEATTY** to me known to be the person named in and who executed the foregoing instrument and acknowledged that he or she executed the same as his or her voluntary act and deed.



Gary E. Giesler
Notary Public in the State of
Iowa

* AKA Mary Kathryn Beatty

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LENDER ACKNOWLEDGMENT

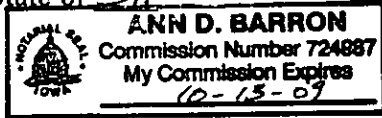
STATE OF Iowa)
) SS
COUNTY OF Polk)

On this 5 day of June, A.D., 20 07, before me, the undersigned Notary Public in said County and State, personally appeared Gary E. Giesler and known to me to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Ann D. Barron Residing at Des Moines, IA

Notary Public in and for the State of IA My commission expires 10-13-09

Ann D. Barron



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MORTGAGE MODIFIC
LOAN# 463404668
US Recordings