

LISA SMITH, COUNTY RECORDER
MADISON IOWA

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This instrument was prepared by Jeffrey J Latterell , Northwest Bank,, Division of Northwest Federal , Savings Bank, 5700 University Ave St 100, West Des Moines, Iowa 50266-8224, (515) 974-4400

✓ Return To: Jeffrey J Latterell , Northwest Bank,, Division of Northwest Federal , Savings Bank, 5700 University Ave St 100, West Des Moines, Iowa 50266-8224

CONSTRUCTION

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is July 3, 2007. The parties and their addresses are:

MORTGAGOR:

STEVEN A. WEARMOUTH

Spouse of MICHELLE R. WEARMOUTH
306 W CARPENTER
SAINT CHARLES , Iowa 50240-1540

MICHELLE R. WEARMOUTH

Spouse of STEVEN A. WEARMOUTH
306 W CARPENTER
SAINT CHARLES , Iowa 50240-1540

LENDER:

NORTHWEST BANK

DIVISION OF NORTHWEST FEDERAL SAVINGS BANK

Organized and existing under the laws of the United States of America
5700 UNIVERSITY AVE, SUITE 100
WEST DES MOINES, Iowa 50266

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated June 29, 2006 and recorded on July 10, 2006 (Security Instrument). The Security Instrument was recorded in the records of MADISON County, Iowa at Book 2006 Page 2836 and covered the following described Property:

PARCEL "K", LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW 1/4 SE 1/4) OF SECTION 9, AND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW 1/4 NE 1/4) OF SECTION 16, CONTAINING 30.03 ACRES AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2005, PAGE 2879 ON JUNE 27, 2005, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA
all in Township 75, Range 26.

The property is located in MADISON County at 2412 UPLAND LANE, SAINT CHARLES, Iowa 50240.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 3030525, dated June 29, 2006, from Mortgagor to Lender, with a loan amount of \$336,000.00 and maturing on December 29, 2007. One or more of the debts secured by this Security Instrument contains a future advance provision.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.


(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

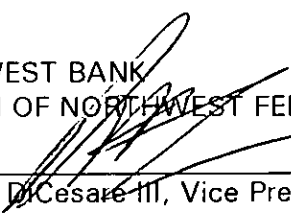
4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:
 (Seal)
STEVEN A. WEARMOUTH

Individually
 (Seal)
MICHELLE R. WEARMOUTH
Individually

LENDER:

NORTHWEST BANK
DIVISION OF NORTHWEST FEDERAL SAVINGS BANK
By  (Seal)
Ralph D. Cesare III, Vice President

ACKNOWLEDGMENT.

(Individual)

State OF Iowa, County OF Polk ss.
On this 31st day of July, 2007 before me, a
Notary Public in the state of Iowa, personally appeared STEVEN A. WEARMOUTH ,
spouse of MICHELLE R. WEARMOUTH, and MICHELLE R. WEARMOUTH , spouse of
STEVEN A. WEARMOUTH, 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: 6/11/08

[Signature]
(Notary Public)



(Lender Acknowledgment)

State OF Iowa, County OF Polk ss.
On this 31st day of July, 2007 before me, a
Notary Public, in and for said county, personally appeared Ralph DiCesare III, to me
personally known, who being by me duly sworn or affirmed did say that that person is
Vice President of NORTHWEST BANK
DIVISION OF NORTHWEST FEDERAL SAVINGS BANK and that said instrument was
signed on behalf of the said corporation by authority of its board of directors and the
said Vice President acknowledged the execution of said instrument to be the voluntary
act and deed of said corporation by it voluntarily executed.

My commission expires:

[Signature]
(Notary Public)

