

006768

FILED NO. _____

BOOK 221 PAGE 731

2000 OCT 31 AM 11:49

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER
RECORDED
COMPARED _____

REC \$ 25.00
AUD \$ _____
R.M.F. \$ 1.00

Prepared by (name, address, telephone number):

JULIE A BRUNER
3400 WESTOWN PARKWAY
515-235-8538

Bank of America
801 N. 11th Street
St. Louis, MO 63101

Attn: _____

Bank of America 

**Mortgage
Modification**

24
14853-JF-√-4020
BANK OF AMERICA, N.A. (THE "BANK")

When recorded mail to: 00000000939000012376

Madison
BRENDA M KLEMANN
BANK OF AMERICA/CONSUMER LOAN PROCESSING
801 NORTH 11TH STREET

ST. LOUIS, MO 631010000

This space is for Recorder's use only.

This Mortgage Modification is made and entered into on OCTOBER 17 2000
("Modification Date"), to be effective as of OCTOBER 17 2000 ("Effective Date"), by _____
RUSSELL JACOBS AND SUSAN A JACOBS, HUSBAND AND WIFE, AS
TENANTS IN COMMON. (jointly and severally if more than one,
"Grantor") in favor of BANK OF AMERICA, N.A. (the "Bank"), located at
317 SIXTH AVE. DES MOINES, IA 50309

Witnesseth: That Whereas, the Bank is the current owner and holder of or a current creditor under a promissory note, line of credit or other financial accommodation executed by Grantor and/or _____
RUSSELL W. JACOBS AND SUSAN A JACOBS

in the original principal amount or line of amount of \$ 25,000.00 , dated OCTOBER 14 1998
(as the same may have been renewed or modified, the "Obligation"); and

Whereas, Grantor hereby acknowledges, agrees, verifies, ratifies and affirms that as of Modification Date, the outstanding principal balance on the Obligation is \$ 25,000.00 ; and

Whereas, the Obligation is secured by a mortgage dated OCTOBER 14 1998 from Grantor to the Bank, recorded on NOVEMBER 02 1998 in Official Records Book/Volume 203 , Page 257 of the Public/Official Records of MADISON County, Iowa (as such mortgage may have been renewed/ extended/ modified/ consolidated, the "Mortgage"), encumbering the real and personal property described therein, which description is attached hereto Exhibit A and incorporated herein; and

Whereas, the Mortgage and all other documents held or maintained by the Bank in connection with the Mortgage (and any prior renewal/extension/modification/consolidation thereof) have been properly executed, unconditionally delivered, are properly perfected and are fully enforceable in strict accordance with the terms thereof; and

Whereas, the Obligation has been or is intended to be renewed/extended/modified/consolidated, the same evidenced by either a renewal/extension/modification/consolidation promissory note, line of credit or other agreement, or future advance promissory note or line of credit agreement dated _____, (the "Renewed/Modified Obligation"); and,

Whereas, Grantor has requested that the Mortgage be renewed/extended/modified/consolidated to the limited extent as hereinafter set forth and the Bank has agreed to such renewal/extension/modification/consolidation.

Now Therefore, by mutual agreement of the parties and in mutual consideration of the premises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Mortgage is modified as follows:

Bank of America
601 N. 11th Street
St. Louis, MO 63102

MA

1. (Complete only if provision is modified; If not completed, provision is not modified.)

The principal amount stated as secured by the Mortgage is changed to \$ 50,000.00.

NOTICE: This Mortgage secures credit in the amount of \$ _____. 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.

2. (Complete only if provision(s) is/are modified; If not completed, provision(s) is/are not modified.)

The maturity date described in the Mortgage is changed to OCTOBER 17 2025.

Other (describe): _____

3. Grantor and the Bank agree that the Mortgage is hereby modified to describe the Obligation, as renewed/ extended/modified/consolidated, as the Obligation secured hereby.

Additional Terms and Conditions. This Mortgage Modification is not a waiver, release, dilution, novation or relinquishment of any right or privilege that the Bank has never had, now has or may ever have. Except for the above quoted modification(s), the lien and operation and effect of the Mortgage and all the terms and conditions thereof, shall be and remain in full force and effect with the changes herein deemed to be incorporated therein. Each of the above **Whereas** recitals is incorporated herein and made a substantive part hereof. Any waiver of jury trial and/or consent to jurisdiction previously executed by Grantor shall unconditionally be full effective and fully extend to this Mortgage Modification and any document executed in conjunction herewith. This Mortgage Modification shall not release or affect the liability or obligations of any Grantor of the Mortgage. The validity, priority and enforceability of the Mortgage shall not be impaired hereby. To the extent that any provision of this Mortgage Modification conflicts with any term or condition set forth in the Mortgage, or any agreement or security document executed in conjunction herewith, the provision of this Mortgage Modification shall supersede and control. Grantor acknowledges and agrees that as of the Modification Date the Mortgage is fully enforceable in strict accordance with the terms thereof, and there are no claims, setoffs, avoidances, counterclaims or defenses or rights to claims, setoffs, avoidances, counterclaims, or defenses to enforcement of the Mortgage. Consent by the Bank to this Mortgage Modification does not waive the Bank's right to strict performance of the Mortgage as modified, nor obligate the Bank to, or indicate that the Bank will make any future modifications.

Any litigation arising out of or relating to this Mortgage Modification or the Account shall be commenced and conducted in the courts of the State of Iowa for the counties or the Federal Courts for the districts in Iowa where BANK OF AMERICA, N.A. maintains offices and conducts banking business. I hereby waive the right to trial by jury in any action brought on this Mortgage Modification of this Obligation or on any

I hereby waive the right to trial by jury in any action brought on this Mortgage Modification of this Obligation or on any other matter arising in connection with this Mortgage Modification or this Obligation

In Witness Whereof, this Mortgage has been duly executed by Grantor under seal the day and year first above written and Grantor acknowledges receiving full and completed copy of this Mortgage Modification (regardless if Grantor's signature appears on the copy). The word "Grantor" means each Grantor, jointly and severally, if there is more than one Grantor.

Russell Jacobs (Seal)
Grantor Signature
RUSSELL JACOBS
Type or Print Name

Susan A. Jacobs (Seal)
Grantor Signature
SUSAN A JACOBS
Type or Print Name

Grantor Signature (Seal)

Type or Print Name

Grantor Signature (Seal)

Type or Print Name

Individual Acknowledgment

State of Iowa)
County of Polk) SS

On this 17 day of October, A.D., 04, before me a Notary Public in and for said County and State, personally appeared Russell & Susan A. Jacobs, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her voluntary act and deed.

Julie Bruner
Notary Public in the State of Iowa



Corporate Acknowledgment

State of _____)
County of _____)

On this _____ day of _____, A.D., _____, before me a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn did say that these person(s) are authorized signer(s) of said corporation, that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of directors and that said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in the State of _____

Grantor Name(s) RUSSELL JACOBS SUSAN A JACOBS

Document Date 10/17/00

Amount Financed \$ 50,000.00

A TRACT OF LAND COMMENCING AT A POINT 814.9 FEET WEST OF THE
NORTHEAST CORNER OF SECTION TWO (2), TOWNSHIP SEVENTY-FIVE (75)
NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE FIFTH P.M., MADISON
COUNTY, IOWA, RUNNING THENCE WEST ALONG SAID SECTION LINE A
DISTANCE OF 171 FEET, THENCE SOUTH 1700 FEET, THENCE EAST 171
FEET, THENCE NORTH 1700 FEET TO THE PLACE OF BEGINNING, SUBJECT
TO HIGHWAY RIGHT-OF-WAY.