



Book 2010 Page 1516 Type 04 002 Pages 4 Date 7/02/2010 Time 4:08 PM Rec Amt \$24.00 IND>

INDX\* **ANNO SCAN** 

LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

CHEK

Prepared By: JEFFREY J. NOLAN UNION STATE BANK	——— Space Above This Line For Recording Data —————
P.O. BOX 110, WINTERSET, IA 50273 (Seturn To: UNION STATE BANK P.O. BOX 110 201 W. COURT AVE WINTERSET, IA 50273 MODIFICATION C	DF OPEN-END MORTGAGE
DATE AND PARTIES. The date of this Real Estate Modification (Modification) is <u>06-24-2010</u> . The parties and their addresses are:	
MORTGAGOR: THOMAS N. TURNEI 1623 MUELLER COU WINTERSET, IA 502	
their signatures and acknowledgments LENDER: UNION STATE BANK	endum incorporated herein, for additional Mortgagors, The Addendum is located on  NG UNDER THE LAWS OF THE STATE OF IOWA
WINTERSET, IA 50273  BACKGROUND. Mortgagor and Lender e and recorded on 11-14-2	ntered into a Security Instrument dated 11-10-2005  O05 . The Security Instrument was  Book 2005,
County, Iowa at MADISON COUNTY R in MADISON MCBRIDE ROAD, WINTERSET, IA 50	ECORDER Page 5504 . The property is located County at 1623 MUELLER COURT AND 0273
The property is described as: (If the leg	pal description of the property is not on page one of PAGF 4

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 615,450.00 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.)

MATURITY DATE OF MORTGAGE IS HEREBY EXTENDED FROM NOVEMBER 10, 2005 PREVIOSLY EXTENDED TO JANUARY 8, 2008 NOW EXTENDED TO APRIL 15, 2013.

MAXIMUM OBLIGATION LIMIT. The total prin	icipal amount secured by the Security	
Instrument at any one time will not exceed \$615,45	$\square$ which is a	
	ecrease in the total principal amount	
secured. This limitation of amount does not inclu		
validly made pursuant to the Security Instrument.		
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.

MORTGAGOR (Signature) (Date) LENDER: UNION STATE BANK **ACKNOWLEDGMENT:** \_\_\_, COUNTY OF <u>MADSION</u> STATE OF IOWA (Individual) On this 24TH day of JUNE, 2010 \_, before me, a Notary Public in the state of Iowa, personally appeared THOMAS N. TURNER; TARA A. TURNER, HUSBAND AND WIFE 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 , COUNTY OF MADISON STATE OF **IOWA** (Lender) On this <u>24TH</u> day of <u>JUNE, 2010</u> , before me, a Notary Public in the state of Iowa, personally appeared JEFFREY J. NOLAN \_\_\_\_, to me personally known, who being by me duly sworn or affirmed did say that person is 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 \_\_\_ PRESIDENT acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed. My commission expires: Carpreas (Seal) (Notary Public) SANDRA D. CORKREAN Commission Number 712418 My Commission Expires

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.

## Exhibit "A"

Parcel "Q" located in that part of the Northwest Quarter (¼) of the Southeast Quarter (¼) of Section Three (3), Township Seventy-six (76) North, Range Twenty-seven (27) West of the Fifth Principal Meridian, Madison County, Iowa, containing 3.39 acres, as shown in Plat of Survey filed in Book 3, page 597 on June 9, 2000, in the Office of the Recorder of Madison County, Iowa.