

Document 2009 400

Book 2009 Page 400 Type 04 002 Pages 4
Date 2/13/2009 Time 10:58 AM
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LISA SMITH- COUNTY RECORDER
MADISON IOWA

FOR RECORDER'S USE ONLY

Prepared By: James MacLean, Loan Officer, BANK OF THE WEST, 7465 Ashworth Rd., West Des Moines, IA 50266, (888) 457-2692

✓ WHEN RECORDED MAIL TO:
Bank of the West, 4321 20th Ave SW, Fargo, ND 58103

1050054309-18

MODIFICATION OF MORTGAGE



10500543090000000180740

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 January 30, 2009, is made and executed between RICHARD N HERR and MARGARET L HERR, husband and wife, as Joint Tenants with Full Rights of Survivorship and not as Tenants in Common, whose address is 2172 245TH LN, WINTERSET, IA 50273-8382 (referred to below as "Grantor") and BANK OF THE WEST, whose address is 7465 Ashworth Rd., West Des Moines, IA 50266 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 31, 2003 (the "Mortgage") which has been recorded in MADISON County, State of Iowa, as follows:

Recorded on November 3, 2003, in the office of the County Recorder, Madison County, in Document No. 6602, Book 2003, at Page 6602.

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

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2200 245TH LN, WINTERSET, IA 50273. The Real Property parcel identification number is 56056011134801000000.

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

The heading captioned "Note." of the Mortgage is deleted in its entirety and the paragraph below is substituted in lieu thereof:

Note. The word "Note" means the promissory note dated January 30, 2009, in the original principal amount of \$230,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is February 1, 2019.

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MODIFICATION OF MORTGAGE
(Continued)

Loan No: 0000000018

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EXTENSION OF MATURITY DATE. The Maturity Date of the Mortgage shall be extended to February 1, 2019.


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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 30, 2009.

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

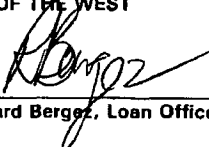
GRANTOR:

X 
RICHARD N HERR

X 
MARGARET L HERR

LENDER:

BANK OF THE WEST

X 
Richard Berger, Loan Officer

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 0000000018

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Dallas)

On this 2nd day of February, A.D., 20 09, before me, a Notary Public in and for said County and State, personally appeared RICHARD N HERR and MARGARET L HERR, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Leah Martin
Notary Public in the State of
Iowa

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Dallas)



On this 2nd day of February, A.D., 20 09, before me, the undersigned Notary Public in said County and State, personally appeared Richard Bergez and known to me to be the Loan Officer, authorized agent for BANK OF THE WEST that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of BANK OF THE WEST, duly authorized by BANK OF THE WEST 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 in fact executed this said instrument on behalf of BANK OF THE WEST.

By Leah Martin Residing at Bank of the west
Notary Public in and for the State of IA My commission expires 3/7/11

Exhibit A

The East Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$); the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$); the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$); the East Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), and the Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$); the South Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$), all in Section Thirteen (13), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" located in the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of said Section 13, containing 4.987 acres as shown in Plat of Survey filed in Plat Book 3, Page 425 on April 23, 1999, in the Office of the Recorder of Madison County, Iowa.