

Document 2009 764

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Rec Amt \$17.00

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LISA SMITH, COUNTY RECORDER
MADISON IOWA

CHEK

State of Iowa _____ Space Above This Line For Recording Data _____

Prepared By: SHAWN BRANDT

METABANK
4848 86TH STREET,
URBAN DALE, IA 50322 (515) 309-9800

✓/

Return To:

Metabank
4848 86TH STREET
URBAN DALE, IA 50322
Attn: Shawn Brandt

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 03-24-2004

_____. The parties and their addresses are:

MORTGAGOR: MARK W. ALLEN and ROBIN L. ALLEN, AS HUSBAND AND WIFE
7775 ASHWORTH ROAD
WEST DES MOINES, IA 50266

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments. The Addendum is located on _____.

LENDER: IOWA SAVINGS BANK, Now known as MetaBank, A
DIVISION OF FIRST FEDERAL SAVINGS BANK OF MIDWEST
Organized and existing under the laws of the United States of America
4848 86TH STREET
URBAN DALE, IA 50322

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 03-24-2004
and recorded on 03-29-2004 . The Security Instrument was
recorded in the records of Madison

County, Iowa at Book 2004 Page 1333 . The property is located
in Madison County at LOTS 1, 2, AND 3 OF POLO
POINTE PLAT 2 SUBDIVISION, IA .

The property is described as: (If the legal description of the property is not on page one of
this Security Instrument, it is located on _____.)

LOTS ONE , TWO , AND THREE OF POLO POINTE PLAT 2 SUBDIVISION, A
SUBDIVISION IN THE SOUTH HALF OF THE NORTHWEST QUARTER , SOUTH HALF
, OF THE NORTHEAST QUARTER , NORTHEAST QUARTER OF THE SOUTHWEST
QUARTER , AND THE NORTH HALF OF THE SE QUARTER OF SECTION 24, TOWNSHIP 77
NORTH, Range Twenty-Six (26) West of the 5th PM, Madison County, IA.
REAL ESTATE MODIFICATION-IOWA
Expens[®] © 2001 Bankers Systems, Inc., St. Cloud, MN Form MMOD-IA 10/27/2005 (page 1 of 3)

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 250,000.00
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.)*

Extending note maturity to 03-20-2014.

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$ _____ which is a \$ _____ increase decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to 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.

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.

MORTGAGOR:

Mark W. Allen 3/12/09
(Signature) MARK W. ALLEN (Date)

Robin L. Allen 3-12-09
(Signature) ROBIN L. ALLEN (Date)

(Signature) (Date)

LENDER: IOWA SAVINGS BANK, DIVISION OF FIRST FEDERAL SAVINGS BANK OF MIDWEST, Now known as MetaBank.

By *Shawn Brandt*
SHAWN BRANDT, LOAN OFFICER

ACKNOWLEDGMENT:

(Individual) STATE OF Iowa, COUNTY OF Polk } ss.
On this 24th day of March, 2004, before me, a Notary Public in the state of Iowa, personally appeared MARK W. ALLEN; ROBIN L. ALLEN, AS 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: 08-12-2010

(Seal)



Shawn Brandt
Shawn Brandt (Notary Public)

(Lender) STATE OF Iowa, COUNTY OF Polk } ss.
On this 24th day of March, 2004, before me, a Notary Public in the state of Iowa, personally appeared SHAWN BRANDT

_____, to me personally known, who being by me duly sworn or affirmed did say that person is LOAN OFFICER 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 AVP and the said LOAN OFFICER

acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.

My commission expires:

(Seal)

Susan Hollingsworth
Susan Hollingsworth (Notary Public)

