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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

**FOR RECORDER'S USE ONLY**

Prepared By: Janice L. Braja, Loan Department Assistant, MidWestOne Bank, 822 12th Street, Belle Plaine, IA 52208-1709, (319) 444-2842

**ADDRESS TAX STATEMENT:**

MidWestOne Bank, Belle Plaine Office, 822 12th Street, PO Box 159, Belle Plaine, IA 52208-1709

**RECORDATION REQUESTED BY:**

MidWestOne Bank, Belle Plaine Office, 822 12th Street, PO Box 159, Belle Plaine, IA 52208-1709

**WHEN RECORDED MAIL TO:**

MidWestOne Bank, Belle Plaine Office, 822 12th Street, PO Box 159, Belle Plaine, IA 52208-1709

**MODIFICATION OF MORTGAGE**

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 related document or instrument number can be found on page 1 of this Modification.

**THIS MODIFICATION OF MORTGAGE** dated February 15, 2009, is made and executed between Paul B. Nardini, whose address is 2390 Highway 30, Tama, IA 52339 (referred to below as "Grantor") and MidWestOne Bank, whose address is 822 12th Street, PO Box 159, Belle Plaine, IA 52208-1709 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 15, 2006 (the "Mortgage") which has been recorded in Madison County, State of Iowa, as follows:

Recorded in the office of the Madison County Recorder on February 17, 2006 in Book 2006 at Page 641.

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

All that part of the Southwest Quarter (1/4) of the South West Quarter (1/4) of Section Twenty-eight (28) lying South of the main channel of North Branch and containing 5.85 acres, more or less, and the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Thirty-three (33), also a tract commencing at a point 6.6 rods south of the Northwest Corner of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Thirty-three (33), thence North to the North Branch of North River in Section Twenty-eight (28), thence following said stream in a Southeasterly direction to a point 284 feet East of the Northwest Corner of the East Half (E1/2) of the Northwest Quarter (1/4) of said Section, thence following said stream in a Southerly direction to a point 356 feet East of the Northwest Corner of said Southeast Quarter (1/4) of the Northwest Quarter (1/4), thence following said stream in a Southerly direction to a point 6.6 rods South of the North Line of said last described 40-acre tract, thence West to the point of beginning, estimated to contain 9.2 acres, more or less; all in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa

The Real Property or its address is commonly known as R.R., Madison County, IA.

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

We hereby mutually agree to extend the maturity date on this mortgage until February 1, 2012.

**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

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(Continued)

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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 FEBRUARY 15, 2009.

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

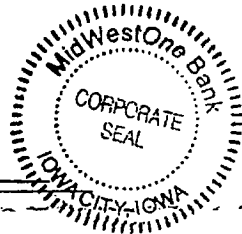
GRANTOR:

x Paul B. Nardini  
Paul B. Nardini

LENDER:

MIDWESTONE BANK

x [Signature]  
Authorized Signer



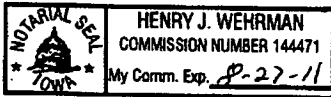
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa )

) SS

COUNTY OF Benton )

On this 15th day of March, A.D., 2009, before me, a Notary Public in and for said County and State, personally appeared Paul B. Nardini, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he or she executed the same as his or her voluntary act and deed.



[Signature]  
Notary Public in the State of  
Iowa  
Henry J. Wehrman

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LENDER ACKNOWLEDGMENT

STATE OF Iowa )  
 ) SS  
COUNTY OF Benton )

On this 10th day of March, A.D., 2009 before me, the undersigned Notary Public in said County and State, personally appeared Henry Wehrman and known to me to be the Market President, authorized agent for **MidWestOne Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MidWestOne Bank**, duly authorized by **MidWestOne Bank** 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 **MidWestOne Bank**.

By Linda K. Roehrich Residing at Belle Plaine, Ia  
Notary Public in and for the State of IA My commission expires 5/10/2010

