

Document 2009 1561

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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

Prepared By: WAYNE N. MARTENS
UNION STATE BANK
P.O. BOX 110,
WINTERSET, IA 50273 (515) 462-2161

✓ Return To: UNION STATE BANK
P.O. BOX 110
201 W. COURT AVE
WINTERSET, IA 50273

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 05-18-2009.
The parties and their addresses are:

MORTGAGOR: JAMES M. TYLER AND DIXIE L. TYLER, HUSBAND AND WIFE
1799 260TH ST
WINTERSET, IA 50273-8330

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

LENDER: UNION STATE BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA
P.O. BOX 110
201 W. COURT AVE
WINTERSET, IA 50273

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 08-01-1997 and recorded on 08-04-1997. The Security Instrument was recorded in the records of MADISON County, Iowa at BOOK 190, PAGE 626. The property is located in MADISON County at RR, WINTERSET, IA 50273.

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 PAGE 4, EXHIBIT "A".)

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 30,000.00
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.)*

PROMISSORY NOTE 4250027327 DATED MAY 18, 2009 WITH A MATURITY DATE OF MAY 15, 2014

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$30,000.00 which is a \$13,300.00 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:

James M. Tyler 5-18-09
(Signature) JAMES M. TYLER (Date)

Dixie L. Tyler 5-18-09
(Signature) DIXIE L. TYLER (Date)

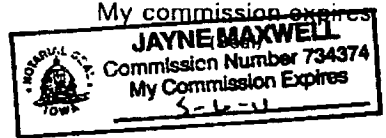
(Signature) (Date)

LENDER: UNION STATE BANK

By *Wayne N. Martens*
WAYNE N. MARTENS, SENIOR VICE PRESIDENT

ACKNOWLEDGMENT:

(Individual) STATE OF IOWA, COUNTY OF MADISON } ss.
On this 18TH day of MAY, 2009, before me, a Notary Public in the state of Iowa, personally appeared JAMES M. TYLER; DIXIE L. TYLER, 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.



Jayne Maxwell
(Notary Public)

(Lender) STATE OF IOWA, COUNTY OF Madison } ss.
On this 18TH day of MAY, 2009, before me, a Notary Public in the state of Iowa, personally appeared WAYNE N. MARTENS, to me personally known, who being by me duly sworn or affirmed did say that person is SENIOR VICE 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 SENIOR VICE PRESIDENT and the said SENIOR VICE PRESIDENT acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.

My commission expires:
(Seal)

Jayne Maxwell
(Notary Public)



Exhibit A

The Southwest Quarter (1/4) of the Southwest Quarter (1/4); except for all that part of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Sixteen (16), Township Seventy-five (75) North, Range Twenty-eight (28), West of the Fifth P.M., Madison County, Iowa, situated and lying North and West of Middle River; and all that part of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) lying South and West of Middle River (containing about 9 acres) of Section Sixteen (16), and a tract of land commencing 23 rods South of the Northwest corner of Section Twenty-one (21) and running thence North to the said Northwest corner, thence East 25 rods, thence Southwesterly in a straight line to the point of beginning, all in Township Seventy-five (75) North of Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa;

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