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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK



Prepared By: Jerrold B. Oliver, PO Box 230, Winterset, IA 50273

Record and Return to: Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273

**MODIFICATION AGREEMENT SUPPLEMENT TO MORTGAGE**

This Agreement made and entered into by and between Michael E. Weatherly and Dianna K. Weatherly, husband and wife, hereinafter referred to as "Mortgagor(s)" and J.P. Morgan Chase Bank, N.A. as successor in interest from the Federal Deposit Insurance Corporation as Receiver for Washington Mutual Bank, formerly Washington Mutual Company, FA.

WITNESSETH:

WHEREAS, Mortgagors and Washington Mutual Bank as Original Lender, on the 7<sup>th</sup> day of September, 2006, entered into a certain Mortgage instrument securing a note in the principal sum of \$260,000.00, which Mortgage was recorded on September 15, 2006, Page 3811 of the Recorder's Office of Madison County, Iowa, in which Mortgage the lands securing said indebtedness were described as follows (the "Original Legal Description"), to wit:

**(Original legal description)**

EXHIBIT "A"

WHEREAS, Mortgagors wish to adjust the property lot lines by adding additional unimproved land and therefore amend the above legal description by substituting therefore the following legally described property (the "Revised Legal Description") and Mortgagors and Mortgagee have agreed to such amendments:

**(Revised legal description)**

EXHIBIT "B"

NOW THEREFORE, in consideration of the premises, the mutual agreements contained herein, and with the express understanding that said Mortgage now held by Mortgage is valid, first and subsisting lien which will not be impaired by this modification, it is agreed between the parties hereto that the legal description of the land securing said Mortgage is amended from the Original Legal Description to the Revised Legal Description.

In addition, the parties hereto agree to the following:

1. The Mortgage will encumber the property described in the Revised Legal Description as if such property had originally been described in the Mortgage.
2. Mortgagors hereby covenant, promise, agree, and reaffirm: a) to pay the Note at the times, in the manner, and in all respects as therein provided; (b) to perform each and all of the covenants, agreements, and obligations in said Mortgage to be performed by the Mortgagors therein, at the time, in the manner, and in all respects as therein provided; and to be bound by each and all of the terms and provisions of said Note and Mortgage.
3. This Agreement does not constitute the creation of a new debt nor the extinguishment of the debt evidenced by said Note, nor does it in any way affect or impair the lien of said Mortgage, which Mortgagors acknowledge to be a valid and existing first lien against the real property described in the Revised Legal Description as if such property had been originally described in the Mortgage and the lien of said Mortgage is agreed to continue in full force and effect and the same shall so continue until fully satisfied.
4. Notwithstanding anything herein to the contrary, this Agreement shall not affect nor impair any representation in regard to any warranty of title heretofore made by the Mortgagors, all of which shall remain in force and inure to the benefit of the Mortgage and any insurer of the title to the property described in the Revised Legal Description or the lien of the Mortgage thereon.
5. The word "Note" as used herein, shall be construed to mean note, bond, extension or modification agreement, or other instrument evidencing the indebtedness here in referred to, and to include such instrument whether originally made and delivered to the Mortgagee or assigned and/or endorsed to the Mortgagee; and the word "Mortgage" shall be construed to mean mortgage, loan deed, or other instrument securing the indebtedness herein referred to, and to include such instrument, whether originally made and delivered to the Mortgagee as mortgagee, or made and delivered to some other mortgagee and purchased by the Mortgagee and now owned by the Mortgagee by virtue of any assignment to it. The "Mortgagors" referred to herein may be an original maker of the Note or any person obligated thereon by endorsement, assumption of debt, or otherwise.
6. Mortgagors shall pay all costs of the modification made hereby, to include without limitation, recording fees, as well as the cost of an endorsement to Mortgagee's policy of title insurance, insuring the continued first priority lien of the Mortgage subsequent to the recordation of the Agreement.

Except as hereby expressly modified, all the terms, covenants, conditions, and provision of the hereinabove described Mortgage shall remain in full force and effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the parties hereunto set their hands.

JPMorgan Chase Bank, NA as successor in interest from The Federal Deposit  
(Corporate Seal) of Insurance Corporation, as receiver for Washington Mutual  
Bank formerly Washington Mutual Bank, FA

By: Rhonda Thompson  
Rhonda Thompson, Vice President

Attest

By: Lisa Ferrington  
Lisa Ferrington, Vice President

By: Dina Shields  
Dina Shields, Vice President

STATE OF Louisiana  
COUNTY OF Ouachita



On this 9th day of December, 2010, before me, personally appeared  
Rhonda Thompson as Vice President and attested by Lisa Ferrington  
as Vice President and Dina Shields as Vice President  
executed this Modification Agreement and Supplement to Mortgage on behalf of such  
corporation. They are personally known to me.

Vicki C Knighten  
Notary Public: Vicki C Knighten 54231  
My Commission Expires: Lifetime

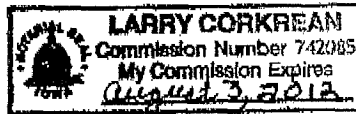
OFFICIAL SEAL  
VICKI C. KNIGHTEN #54231  
NOTARY PUBLIC OUACHITA PARISH  
STATE OF LOUISIANA LIFETIME COMMISSION

"Mortgagor(s)"  
Michael Weatherly  
Michael E. Weatherly  
Dianna K. Weatherly  
Dianna K. Weatherly

STATE OF IOWA  
COUNTY OF MADISON

The foregoing instrument was acknowledged before me on this 17 day of  
November, 2010, by Michael E. Weatherly and Dianna K. Weatherly, personally known  
to me.

Larry Corkrean  
Notary Public  
My Commission Expires:



## **EXHIBIT "A"**

The West Half ( $\frac{1}{2}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) (except the North 21 rods thereof and except the South 61 rods thereof) of Section Twenty-four (24), EXCEPT the South 110 feet of the East 198 feet of the West 395 feet used for cemetery; all in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa, EXCEPT Parcel "A", located in the West Half ( $\frac{1}{2}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-four (24), containing 8.003 acres, as shown in the Plat of Survey filed in Book 2001, Page 4361 on September 28, 2001, in the Office of the Recorder of Madison County, Iowa, AND EXCEPT Parcel "B", located in the Northwest Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-four (24), containing 8.221 acres, as shown in Plat of Survey filed in Book 2001, Page 4360 on September 28, 2001, in the Office of the Recorder of Madison County, Iowa.

**EXHIBIT "B"**

The West Half ( $\frac{1}{2}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of Section Twenty-four (24) except the North 21 rods thereof and except the South 61 rods thereof; and excepting therefrom the South 110 feet of the East 198 feet of the West 395 feet used for cemetery; AND the East Half ( $\frac{1}{2}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section Twenty-three (23), except the North 21 rods thereof and except the South 61 rods thereof; ALL in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa, EXCEPT the following described parcels:

1. Parcel "A", located in the West Half ( $\frac{1}{2}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-four (24), containing 8.003 acres, as shown in Plat of Survey filed in Book 2001, Page 4361 on September 28, 2001, in the Office of the Recorder of Madison County, Iowa,
2. Parcel "B", located in the Northwest Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-four (24), containing 8.221 acres, as shown in Plat of Survey filed in Book 2001, Page 4360 on September 28, 2001, in the Office of the Recorder of Madison County, Iowa,
3. Parcel "C", located in the Northwest Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-four (24), containing 1.133 acres, as shown in Plat of Survey filed in Book 2006, Page 3455 on August 22, 2006, in the Office of the Recorder of Madison County, Iowa,
4. Parcel "B", located in the East Half ( $\frac{1}{2}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section Twenty-three (23) and the Northwest Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of Section Twenty-four (24), all in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 37.79 acres, as shown in Plat of Survey filed in Book 2010, Page 1547 on July 7, 2010, in the Office of the Recorder of Madison County, Iowa,