



Document 2011 452

Book 2011 Page 452 Type 04 002 Pages 3

Date 2/10/2011 Time 10:05 AM

Rec Amt \$19.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

FOR RECORDER'S USE ONLY

Prepared By: CINDY THROCKMORTON, LOAN ADMINISTRATOR, MIDWEST HERITAGE BANK, FSB,
1025 BRADEN AVE, CHARITON, IA 50049, (800) 782-0521

ADDRESS TAX STATEMENT:

ERIC J SMITH and DIANA SMITH, 2945 220TH ST, WINTERSET, IA 50273

RECORDATION REQUESTED BY:

MIDWEST HERITAGE BANK, FSB; EP TRUE PARKWAY OFFICE; 3580 EP True Parkway; West Des
Moines, IA 50265

WHEN RECORDED MAIL TO:

MIDWEST HERITAGE BANK, FSB; EP TRUE PARKWAY OFFICE; 3580 EP True Parkway; West Des
Moines, IA 50265

E Returned To: Midwest Heritage Bank, PO Box 331, Chariton IA 50049-0331

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 December 22, 2010, is made and executed between ERIC J SMITH and DIANA SMITH; HUSBAND AND WIFE (referred to below as "Grantor") and MIDWEST HERITAGE BANK, FSB, whose address is 3580 EP True Parkway, West Des Moines, IA 50265 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 15, 2007 (the "Mortgage") which has been recorded in MADISON County, State of Iowa, as follows:

RECORDED IN THE OFFICE OF THE MADISON COUNTY RECORDER IN BOOK 2007 AT PAGE 2029 ON MAY 16, 2010.

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

THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST (1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SIX WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPT PARCEL "D", BEING THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST (1/4) IN SAID SECTION THIRTY-TWO (32), CONTAINING 9.87 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2005, PAGE 3409 ON JULY 21, 2005, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA AND EXCEPT PARCEL "E", LOCATED IN THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) IN SAID SECTION THIRTY-TWO (32), CONTAINING 9.88 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2007, PAGE 1083 ON MARCH 19, 2007, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA

The Real Property or its address is commonly known as RURAL ROUTE TERRACE AVE, ST CHARLES, IA 50240.

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

CHANGE THE INTEREST RATE TO 6.000% FIXED AND EXTEND THE MATURITY DATE TO JANUARY 3, 2016.

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

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 114777

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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 DECEMBER 22, 2010.

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

GRANTOR:

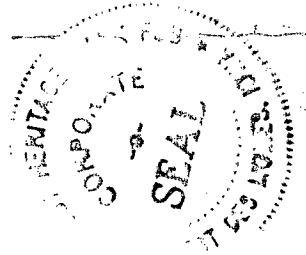
[Signature]
ERIC J SMITH

[Signature]
DIANA SMITH

LENDER:

MIDWEST HERITAGE BANK, FSB

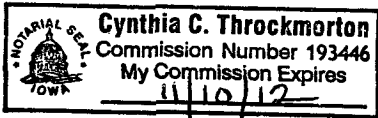
X *[Signature]*
TONY S KASKA, President



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Lucas)

On this 9th day of February, A.D., 20 11, before me, a Notary Public in and for said County and State, personally appeared **ERIC J SMITH and DIANA SMITH, HUSBAND AND WIFE**, 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.



[Signature]
Notary Public in the State of
Iowa

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 114777

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LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Lucas)

On this 9th day of February, A.D., 20 11, before me, the undersigned Notary Public in said County and State, personally appeared **TONY S KASKA** and known to me to be the **President**, authorized agent for **MIDWEST HERITAGE BANK, FSB** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MIDWEST HERITAGE BANK, FSB**, duly authorized by **MIDWEST HERITAGE BANK, FSB** 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 **MIDWEST HERITAGE BANK, FSB**.

By Cynthia C. Throckmorton
Notary Public in and for the State of Iowa

Residing at Derby, IA 50068
My commission expires 11/10/12

