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Barber, Ned

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MODIFICATION TO MORTGAGE AND PARTIAL RELEASE

This Modification to Mortgage and Partial Release ("Modification"), is made this 10th day of March, 2011 among Bank of America, N.A. ("Mortgagee"); and Ned Barber, now deceased, and Mary J. Barber, surviving spouse with rights of survivorship ("Borrower(s)") (collectively referred to herein as the "parties").

RECITALS

This Modification is made with reference to the following facts:

A. The Borrower(s) made, executed, and delivered to Bank of America, N.A., ("Lender") and Mortgagee, that certain Mortgage dated October 21, 2005, and recorded on, January 18, 2006 in Book 2006, Page 256, in the Official Records in the Office of the County Recorder of Madison County, State of Iowa ("Mortgage"), securing a Note dated October 21, 2005, in the principal amount of Sixty Five Thousand Dollars and 00/100 (\$65,000.00) in favor of the Mortgagee and legally describing the real property as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

B. The purpose of this Modification is to correct the legal description. At the time the above referenced Mortgage was recorded an incorrect legal description was inadvertently contained therein.

TERMS OF MODIFICATION

1. For value received, the parties hereto do hereby modify said Mortgage to provide that the legal description therein shall be as follows ("Secured Property"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

2. The Borrower(s) do(es) hereby mortgage, grant and convey the Secured Property to Mortgagee under the Mortgage together with power of sale subject to each and all of the terms and conditions of the Mortgage, including this Modification thereto.

3. The Borrower(s) and the Mortgagee do(es) hereby release without warranty to the person or persons legally entitled thereto, all the estate in and to any portion of the legal description first described hereinabove, which is not included within the description to the Secured Property.

4. The terms of the Mortgage, which are incorporated herein by reference, shall remain in full force and effect and be binding thereon to the extent they are not inconsistent with the provisions of this Modification. In the event of any inconsistency between the provisions of this Modification and the original Mortgage, the provisions of this Modification shall control. The Mortgage, herein modified, when signed by all parties hereto, shall constitute one Mortgage.


5. This Modification shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.

6. This Modification may be executed in counterparts, but shall be of no force and effect unless and until all parties to this Modification have duly executed this document.

IN WITNESS WHEREOF, the parties hereto have executed this Modification the day and year first above written.

Witness:

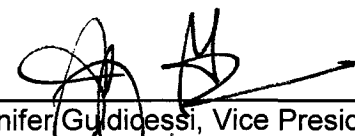
Bank of America, N.A.,



Sonia Delfin



Samuel Avalos



Jennifer Guidicessi, Vice President



Ned Barber, Borrower



Mary J Barber, Borrower

(ALL SIGNATURES MUST BE ACKNOWLEDGED)


CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA) ss.

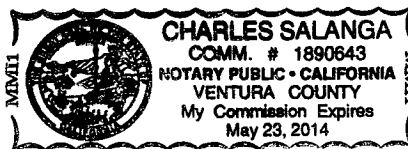
On this *11th* day of March, 2011, before me, Charles Salanga, Notary Public, personally appeared Jennifer Guidicessi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Charles Salanga
Notary Public - Commission No. 1890643
Commission Expires: May 23, 2014



TYPE OF DOCUMENT:
DOCUMENT DATE:

Modification to Mortgage
March 10, 2011

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Iowa)
)
COUNTY OF Madison) ss.

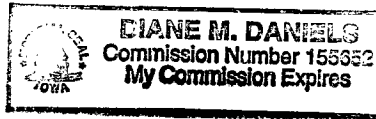
On this 21st day of March, 2011, before me,
Diane M. Daniels, Notary Public,

personally appeared Mary J. Barber,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Diane M. Daniels

Notary Public - Commission No.:
Commission Expires: 4-5-2014



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2011, before me,
_____, Notary Public,
personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public - Commission No.:
Commission Expires:

Exhibit "A"

THE FOLLOWING DESCRIBED REAL ESTATE IN MADISON COUNTY, IOWA ALL THAT PART OF THE E $\frac{1}{2}$ NW. FRL. $\frac{1}{4}$ OF SEC 3-75-26, LYING N OF THE MIDDLE OF THE PUBLIC ROAD PRESENTLY EXTENDING EAST AND WEST ACROSS SAID NW $\frac{1}{4}$ NW $\frac{1}{4}$, AND ALSO THE S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ OF SEC. 34-76-26, MADISON COUNTY, IOWA

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENT, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

Exhibit "B"

THE FOLLOWING DESCRIBED REAL ESTATE IN MADISON COUNTY, IOWA, TO-WIT:

ALL THAT PART OF THE EAST HALF (E ½) OF THE NORTHWEST FRACTIONAL QUARTER (NW FR. ¼) OF THE NORTHWEST FRACTIONAL QUARTER (NW FR. ¼) OF SECTION THREE (3), TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., LYING NORTH OF THE MIDDLE OF THE PUBLIC ROAD PRESENTLY EXTENDING EAST AND WEST ACROSS SAID NW ¼ NW ¼, AND

ALSO THE SOUTH HALF (S ½) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SIX (26) WEST, OF THE 5TH P.M., MADISON COUNTY, IOWA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENT, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

PROPERTY ADDRESS: 3133 220TH ST, SAINT CHARLES, IA 50240

PARCEL ID: 500 500090344040000 00