Iowa.

Mary E. Welty, Recorder, By

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Filed for Record this 23

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finst. Book

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day of January

This Amendment to Deed of Trust made this 16 day of , 1987 by and between LOWELL V FAGEN AND (hereinafter referred to individually "Grantors") and ____BRENTON BANK AND TRUST COMPANY and collectively as ____ (hereinafter rean . IOWA CORPORATION ferred to as "Grantee"). of Trust dated the 27th day of MAY, 19 83 and recorded the office of the Madison County Recorder in Volume 137 at page 644 (hereinafter referred to as "Said Deed of Trust") covering the following-described real estate situated in the County Madison , State of Iowa: Lots One (1), Two (2), Three (3), Four (4), and Five (5) in Block Two (2) of B.F. Aller Addition to the town of Earlham, and a tract commencing at the Northeast corner of sa: Lot One (1) and running thence West 150 feet, thence North 40 feet, thence East 230 feet, thence South 340 feet, thence West 80 feet to the Southeast corner of said Lot Five(5), thence North 300 feet to the point of beginning, and the Southwest Quarter $(\frac{1}{4})$ of the Northeast Quarter $(\frac{1}{4})$ of the Southeast Quarter $(\frac{1}{4})$ and Lot One (1) of the anxx Official Plat of the South Half (1) of the Southeast Quarter (1) of Section Six (6 in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M.,---Madison County, WHEREAS, Grantors and Grantee wish to amend Said Deed of Trust. NCW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed that Said Deed of Trust is hereby amended by adding thereto the following provision: NOTICE: This mortgage (Deed of Trust) secures credit in to this amount, together with interest, are senior to in-Loans and advances up o debtedness to other creditors under subsequently recorded for filed mortgages and liens. It is further agreed that all the terms and conditions of Said of Trust shall remain in full force and effect. Borrower has hereby received a copy of this document. Brenton Bank & Trust Co. (Grantee) STATE OF IOWA, Dallas COUNTY SS:

On this 16 day of January , 1987 , before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lowelly V. Fagen & Pillani N. Fagen , to me known to be the person(s) named in and who executed the fore-going instrument, and acknowledged that they executed the same as their voluntary act and deed.

JEFFREY A. HORN

STATE OF IOWA, _____ Dallas ____ COUNTY

On this 16 day of January _ A.D. 1987_, before me a Notary Public in and for the State of Iowa, personally appeared Jeffrey A. Horn __ to me personally known who being by me duly sworn did say that that person is Vice President said corporation executing the within and foregoing instrument, that the seal affixed to said instrument is the seal of the corporation, that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors, and the said <u>Jeffrey A. Horn</u> ment to be <u>the</u> vo _ acknowledged the execution of said instruvoluntary act and deed of said corporation by it voluntarily executed.



HOMESTEAD WAIVER DISCLOSURE ADDENDUM

This Addendum is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Assignment of Buyer's Interest in Real Estate Contract, or Deed to Secure Debt (the 'Contract") dated May 27, , 1983, and recorded June 2
1983 in the Office of the Madison County Recorder in Volume 137
at Page 644 and is given by the undersigned (the "Borrower") to secure Borrower's Note to Brenton Bank & Trust Co. (the "Lender") of the same date (the "Note") and covering the property described in the Contract.

In addition to the covenants and agreements made in the Contract, Borrower further covenants and agrees as follows:

"I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM HIDICIAL SALE: AND THAT BY SIGNING THIS CONTRACT, I

| Borrower has h | ereby received a copy of | this document. |
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| | (Xowell) | Mene |
| | Signature Lowell v. | Fagen Date 1-16-8 |
| | Pilani n. | Jagen |
| | Signature Pillani N. | Fagen Date 1-16-8 |
| | | * . |
| | Signature | Date |
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| the state of the s | | |
| | Signature | Date |
| | • | |
| STATE OF IOWA, Dallas CO | UNTY SS: | |
| On this 16 day of January undersigned, a Notary Public in and appeared Lowell V. Fagen & Pillani N. Fa | agen, husband and wife | |
| to me known to be the person(s) nam going instrument, and acknowledged | that they | ed the fore- |
| executed the same as their vol | untary act and deed. | , , |
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| | Joffren A 7 | form |
| JEFFREY A. HORN 8-10-85 | Notary Public in and | for said State |