



Document 2011 1383

Book 2011 Page 1383 Type 04 002 Pages 3

Date 5/31/2011 Time 11:10 AM

Rec Amt \$19.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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

Prepared By: LEGACY BANK, LOAN
OPERATIONS, PO BOX
670, MITCHELLVILLE, IA
50169, 515-967-5141

✓ Return To: LEGACY BANK
502 8TH ST. S.W.
P.O. BOX 309
ALTOONA, IA 50009

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 07-13-2010.
_____ . The parties and their addresses are:

MORTGAGOR: SCOTT D. KLECKNER, AS A WIDOWED PERSON
2974 133RD CT
VAN METER, IA 50261

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

LENDER: LEGACY BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA
502 8TH ST. S.W.
P.O. BOX 309
ALTOONA, IA 50009

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 12-27-2006 and recorded on 01-02-2007. The Security Instrument was recorded in the records of MADISON County, Iowa at IN BOOK 2007 ON PAGE 20. The property is located in MADISON County at 2974 133RD CT, VAN METER, IA 50261.

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 _____.)

SEE ATTACHMENT "A"

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 1,231,958.50
. 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.)*

THIS MORTGAGE SECURES PROMISSORY NOTE DATED 12/27/2006 SIGNED BY
SCOTT KLECKNER.

THIS MORTGAGE HAS A NEW MATURITY DATE OF 09/20/2047

☐ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$_____ ☐ which is a \$_____ ☐ 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:

(Signature) SCOTT D. KLECKNER

(Date) 7-13-10

(Signature)

(Date)

(Signature)

(Date)

LENDER: LEGACY BANK

By

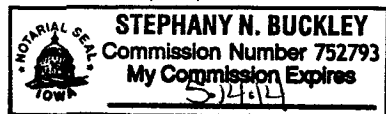
BRAD PFALTZGRAFF, AVP

ACKNOWLEDGMENT:

(Individual) STATE OF IOWA, COUNTY OF POLK } ss.
On this 13TH day of JULY, 2010, before me, a
Notary Public in the state of Iowa, personally appeared SCOTT D. KLECKNER,
AS A WIDOWED PERSON 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.

My commission expires:

(Seal)



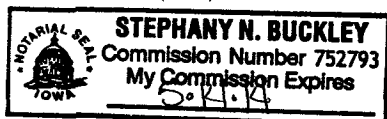
Stephany N. Buckley
(Notary Public)

(Lender) STATE OF IOWA, COUNTY OF _____ } ss.
On this 13TH day of JULY, 2010, before me, a
Notary Public in the state of Iowa, personally appeared BRAD PFALTZGRAFF,
to me personally known, who
being by me duly sworn or affirmed did say that person is AVP
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 _____ and the said
AVP

acknowledged the execution of said instrument to be the voluntary act and deed of
said entity by it voluntarily executed.

My commission expires:

(Seal)



Stephany N. Buckley
(Notary Public)