



BOATMEN'S®

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BOOK 164 PAGE 434

92 DEC -3 AM 11: 27

ADDENDUM TO MORTGAGE

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

THIS ADDENDUM TO MORTGAGE ("Addendum") made between William E. Bishop and Beverly A. Bishop of the County of Madison, and the State of Iowa (hereinafter called "Mortgagors") and Boatmen's National Bank of Des Moines f/k/a First Interstate Bank of Des Moines, N.A a National Banking Corporation organized and existing under the laws of the United States of America and having its principal place of business at Des Moines in the County of Polk, in the State of Iowa (hereinafter called "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagors are indebted to Mortgagee and/or credit is still available to Mortgagors under that certain Advanceline Agreement dated August 28, 1992 between Mortgagors and Boatmen's National Bank of Des Moines, ~~the latter having been merged with and into Boatmen's Bankshares of Iowa, Inc.~~

WHEREAS, Mortgagors and Mortgagee acknowledge and agree that said Advanceline Agreement is secured by that certain Real Estate Mortgage dated August 25, 1992 and filed for record in the office of the Madison County Recorder on September 1, 1992 at Book 163 Page 468 (hereinafter called the "Mortgage").

WHEREAS, Mortgagors and Mortgagee have entered into that certain Homequity Credit Line Agreement of even date herewith (hereinafter called the "Credit Line Agreement") and the balance existing under the Advanceline Agreement, if any, has been transferred to and is now represented by the Credit Line Agreement.

WHEREAS, Mortgagors and Mortgagee desire to evidence their respective intent that the Mortgage stands as collateral and security for the Credit Line Agreement (including, but not limited to, the balance of the Advanceline Agreement that is now represented thereby) and for all advances made under the Credit Line Agreement and/or the Advanceline Agreement, whether such advances have been or hereafter are made upon the request, order or receipt of either or both of the Mortgagors, if more than one.

NOW, THEREFORE, Mortgagors and Mortgagee do hereby agree as follows:

1. The Mortgage stands as collateral and security for the Credit Line Agreement (including, but not limited to, the balance of the Advanceline Agreement now represented thereby) and shall stand as collateral and security for any and all renewals, extensions, modifications or refinancings thereof and any notes, agreements, documents or instruments issued or entered into in substitution therefor.
2. The Mortgage secures all debts, advances, finance charges and any other costs or expenses incurred pursuant to or under the Credit Line Agreement and the Advanceline Agreement, whether any such debts, advances, finance charges, costs or expenses have been made or incurred or hereafter are made or incurred upon the request, order, behalf or receipt of either or both of the Mortgagors, if more than one.
3. Except as may be hereby amended or modified, all of the terms, covenants, conditions and provisions of the Mortgage continue and remain in full force and effect.

IN WITNESS WHEREOF this Addendum is signed and delivered by the persons denoted herein as Mortgagors this 23rd day of October, 1992.

MORTGAGORS:

William E. Bishop

Name: William E. Bishop

Title: \_\_\_\_\_

Beverly A. Bishop

Name: Beverly E. Bishop

Title: \_\_\_\_\_

I (WE) UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THE MORTGAGE, I (WE) VOLUNTARILY GAVE UP MY (OUR) RIGHT(S) TO THIS PROTECTION FOR THE MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THE MORTGAGE.

Dated: October 23, 1992

William E. Bishop

Name: William E. Bishop

Dated: October 23, 1992

Beverly A. Bishop

Name: Beverly E. Bishop

STATE OF IOWA )  
 ) ss:  
COUNTY OF POLK )

On this 23<sup>RD</sup> day of OCTOBER, 19 92, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared WILLIAM E BISHOP and BEVERLY A. BISHOP, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the instrument as their voluntary act and deed.



[Signature]  
\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission expires \_\_\_\_\_

STATE OF IOWA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he/she executed the instrument as his/her voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission expires \_\_\_\_\_