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Return To: \_\_\_\_\_  
Norwest Bank Iowa, N.A.  
Loan Operations  
665 Walnut St.  
Des Moines, Iowa 50304

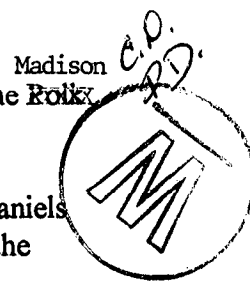
**AMENDMENT TO MORTGAGE**

**THIS AMENDMENT TO MORTGAGE** (the "Amendment") is entered into this 14th day of February, 1995, by and between Edward N. Daniels and Peggy A. Daniels, husband and wife, (the "Mortgagor") and NORWEST BANK IOWA, NATIONAL ASSOCIATION, (the "Mortgagee").

The Mortgagor has executed and delivered to the Mortgagee a mortgage dated January 9, 1992 (the "Mortgage") covering the following described property:

See Exhibit A.

The Mortgage was filed January 17, 1992, in Book 160, Page 768 in the office of the <sup>Madison</sup> ~~Polk~~ County Recorder.



The Mortgage recites that it secures payment of a promissory note of Edward N. Daniels dba Daniels Filter Service (a sole proprietorship), dated the same date as the Mortgage, in the principal amount of \$20,000.00 (the "Original Note").

On February 9, 1995, Daniels Filter Service, Inc. ("Borrower") executed an Assumption Agreement whereby the Borrower assumed all liabilities and obligations of Edward N. Daniels dba Daniels Filter Service (a sole proprietorship), under the Original Note and the Mortgage.

NOW THEREFORE, in consideration of the premises and other valuable consideration, the Mortgagors hereby agree as follows:

1. The lien of the Mortgage on the real estate described therein shall continue to secure the Original Note as assumed by the Borrower.
2. The lien of the Mortgage on the real estate described therein shall secure the guaranty given to Norwest Bank Iowa, N.A. for the debt of Daniels Filter Service, Inc., dated February 9, 1995 executed by Edward N. Daniels.
3. All original terms of the Mortgage remain in effect except as amended hereby, and the Mortgagors agree to be bound by and to perform all of the covenants and agreements in the Mortgage at the time and in the manner therein provided.
4. The Borrower agrees to pay or reimburse the Mortgagee for any and all fees payable to public officials in connection with this Amendment, and the recording hereof.

COMPUTER   
RECORDED   
COMPARED

REC \$ 20.00  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00

FILED NO. 2818

BOOK 176 PAGE 472

95 MAY -3 PM 1:57

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

IN WITNESS WHEREOF, the Mortgagors have executed this Amendment to Mortgage as of the day and year first above written.

The undersigned borrower(s) acknowledges receipt of a copy of this instrument.

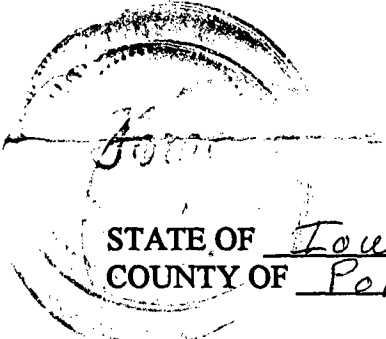
Ed Daniels  
(Mortgagor)

Peggy Daniels  
(Mortgagor)

Norwest Bank Iowa, National Association

By: James N. Cosgrove  
James N. Cosgrove, Ass't Vice President

By: Lorie S. Garrett AVP



STATE OF Iowa  
COUNTY OF Polk

The foregoing Amendment to Mortgage was acknowledged before me this 20<sup>th</sup> day of February, 1995, by Ed Daniels and Peggy Daniels, husband and wife, both to me personally known to be the persons named in the Amendment, and acknowledged that they executed the same as their voluntary act and deed.

Christene A. Koser  
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF Iowa  
COUNTY OF Polk

On this 20<sup>th</sup> day of February, 1995, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jim Cosgrove and Lorie Garrett to me personally known, being by me duly sworn, did say that they are the AVP and AVP, respectively, of said corporation, that (no seal has been procured by the said) (the seal affixed to said instrument is the seal of said) corporation; and that said instrument was signed (and sealed) on behalf of the said corporation by authority of its Board of Directors; and the said AVP and AVP acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Christene A. Koser  
Notary Public in and for the State of Iowa

## EXHIBIT A

A tract of land commencing at a point 347.20 feet West of the Southeast Corner of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Three (3), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa, running thence North 326 feet, thence West 179 feet, thence North 217 feet, thence West 240 feet, thence South, 12° 10' West, 555.50 feet, thence East 536.10 feet along the South line of said Northeast Quarter (1/4) of the Northwest Quarter (1/4) to the point of beginning, containing 5.0612 acres including 0.3475 acres of county road right-of-way

2340

061,9548005,001,464915

# MORTGAGE (Participation)

This mortgage made and entered into this 9th <sup>E.O.</sup> day of January 19 92, by and between Edward N. Daniels and Peggij A. Daniels, Husband and Wife

(hereinafter referred to as mortgagor) and Norwest Bank Iowa, National Association (hereinafter referred to as mortgagee), who maintains an office and place of business at 666 Walnut Street, Des Moines, Iowa

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Madison State of Iowa

A tract of land commencing at a point 347.20 feet West of the Southeast Corner of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Three (3), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa, running thence North 326 feet, thence West 179 feet, thence North 217 feet, thence West 240 feet, thence South, 12° 10' West, 555.50 feet, thence East 536.10 feet along the South line of said Northeast Quarter (1/4) of the Northwest Quarter (1/4) to the point of beginning, containing 5.0612 acres including 0.3475 acres of county road right-of-way

COMPIRED

FILED NO. 1688

Fee \$25.00

BOOK 160 PAGE 768

92 JAN 17 AM 10: 01

NO.   
REC.   
PAGE

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated January 9, 1992 in the principal sum of \$ 20,000.00 signed by Edward N. Daniels in the in behalf of Edward N. Daniels dba Daniels Filter Service (A Sole Proprietorship) RR 1, St. Charles, Iowa 50240