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LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

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This instrument was prepared by CARA MAHANEY, FIRST NATIONAL BANK, 5801 SUNNYBROOK DRIVE, SIOUX CITY, IA 51106, (712) 224-4000 Return To: CARA MAHANEY, FIRST NATIONAL BANK, 5801 SUNNYBROOK DRIVE, SIOUX CITY, IA 51106

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is December 15, 2011. The parties and their addresses are:

MORTGAGOR:

DAVID P RENTZ

HUSBAND 2607 STANGE ROAD AMES, IA 50010

PENNI M RENTZ

WIFE 2607 STANGE ROAD AMES, IA 50010

LENDER:

FIRST NATIONAL BANK

Organized and existing under the laws of the United States of America 5801 SUNNYBROOK DRIVE SIOUX CITY, IA 51106

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated JUNE 9, 2006 and recorded on JUNE 14, 2006 (Security Instrument). The Security Instrument was recorded in the records of MADISON County, lowa at BOOK 2006, PAGE 2438 and covered the following described Property:

REFER TO ATTACHED EXHIBIT "A"

The property is located in MADISON County at 2671 CUMMING ROAD, VAN METER, lowa 50261.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

NOTICE. THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$200,000.00. 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. HOWEVER, THE PRIORITY OF A PRIOR RECORDED MORTGAGE UNDER THIS SECTION DOES NOT APPLY TO LOANS OR ADVANCES MADE AFTER RECEIPT OF NOTICE OF FORECLOSURE OR ACTION TO ENFORCE A SUBSEQUENTLY RECORDED MORTGAGE OR OTHER SUBSEQUENTLY RECORDED OR FILED LIEN.

- A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:
 - (1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:
 - (a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, No. 4270101922, dated December 15, 2011, from Mortgagor to Lender, with a loan amount of \$176,223.40 and maturing on December 15, 2014.
 - (b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a nonpossessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.
 - (c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- **3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- **4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:
Dana 3. Jant
DAVIO P RENTZ
Individually
PENNI M RENTZ
Individually
LENDER:
FIRST NATIONAL BANK
$\alpha = \alpha A$
By Jack & Dreather
JACK E GUENTHNER, FIRST SENIOR VICE PRESIDENT
ACKNOWLEDGMENT.
(Individual)
State of Iana County of Story ss.
On this 14th day of December, 2011 before me, a
Notary Public in the state of Iowa, personally appeared DAVID P RENTZ , HUSBAND
to me known to be the person named in and who executed the foregoing instrument
and acknowledged that he/she executed the same as his/her voluntary act and deed.
My commission expires:
2/23/14 (Notary Bublic)
HALEY A. PICK (Notary Public)
Commission Number 766836 My Commission Expires
February 23, 2014

(Inc	lividual)	OF	lana	C	Stopy	ΩF	COVI	nty	SS.
Not	this	47h in the sta	day of $oldsymbol{D}$	persona	lly appear	ed PENI	NI M REN	before TZ , WIFE	me, a , to me
			on named in she executed						
		commission 23/	on expires:	•	(Notary F	Public)	f.P)	CK	<u> </u>
	AP Com	Mission Number Commission 23,	oer 7668361						
	nder Ackno								
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On	this	7 + 4	day of _	Decer	aber 1	'	2011	before	me, a
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EXHIBIT "A"

MCA

A part of the South Half (1/2) of the Northeast Quarter (1/4) of Section Two (2), in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, lying North and West of county highway G-4-R and described as follows: Commencing at the Southwest corner of the Southeast Quarter (4) of the Northeast Quarter (1/4) of said Section Two (2); thence South 89°06'16" West, 314.05 feet to a point on the centerline of county highway G-4-R; thence along the centerline of said highway northeasterly along a curve concave southeasterly whose radius is 1910.00 feet, whose arc length is 13.22 feet, and whose chord bears North 38°02'10" East, 13.22 feet to the point of beginning, thence North 51°45'55" West, 50.00 feet to point on the Northwesterly right-of-way line of said county highway; thence North 90°00'00" West, 50.00 feet; thence North 0°00'00" East 516.08 feet; thence North 90°00'00" East; 401.99 feet; thence South 0°00'00" East, 110 feet; thence South 46°36'35" East, 65.24 feet to a point being on the centerline of said county highway; thence along the centerline of said highway South 43"23'25" West, 360.78 feet; thence continuing along the centerline of said highway southwesterly along a curve concave southeasterly, whose radius is 1,910.00 feet, whose arc length is 171.86 feet, and whose chord bears thence South 40°48'45" West, 171.80 feet to the point of beginning and containing 3.8021 acres, more or less,