



Document 2012 356

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Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

INDX ✓
ANNO ✓
SCAN
CHEK

FOR RECORDER'S USE ONLY

Prepared By: KERRI WAHL, HOME EQUITY REPRESENTATIVE, State Farm Bank, F.S.B., PO Box 419001, St. Louis, MO 63141, (877) 734-2265

ADDRESS TAX STATEMENT:

DANNY J FYFE and MICHELLE L FYFE, 2545 CARVER RD, WINTERSSET, IA 50273

RECORDATION REQUESTED BY:

State Farm Bank, F.S.B.; NMLS Company ID 139716; PO Box 2328; Bloomington, IL 61702

~~WHEN RECORDED MAIL TO:~~

~~State Farm Bank, F.S.B., P-O Box 5961, Madison, WI 57305-0961~~

RETURN TO:

**DRI Title & Escrow
13057 W Center Rd Ste #1
Omaha, NE 68144**

MODIFICATION OF MORTGAGE

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 2 of this Modification. The legal description can be found on page 1 of this Modification. The parcel identification number can be found on page 2 of this Modification. The related document or instrument number can be found on page 1 of this Modification.

THIS MODIFICATION OF MORTGAGE dated January 5, 2012, is made and executed between DANNY J FYFE and MICHELLE L FYFE; as Husband and Wife (referred to below as "Grantor") and State Farm Bank, F.S.B., whose address is PO Box 2328, Bloomington, IL 61702 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 26, 2002 (the "Mortgage") which has been recorded in MADISON County, State of Iowa, as follows:

RECORDED ON 11/21/2002, IN THE AMOUNT OF \$13,000 AS DOCUMENT NUMBER 005715 IN BOOK 2002 AT PAGE 5715.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in MADISON County, State of Iowa:

THE FOLLOWING DESCRIBED REAL ESTATE IN MADISON COUNTY, IOWA:

A TRACT OF LAND LOCATED IN THE NORTH THREE FOURTHS (3/4) OF THE SOUTHEAST QUARTER (¼) OF THE NORTHWEST QUARTER (¼) OF SECTION TWENTY-TWO (22) IN TOWNSHIP SEVENTY-FIVE (75), NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M.,

1357254-719846 LM

**MODIFICATION OF MORTGAGE
(Continued)**

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MADISON COUNTY, IOWA, AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH THREE FOURTHS (3/4) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4), THENCE NORTH 325.1 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4), THENCE NORTH 71°56' EAST 137.5 FEET ALONG A COUNTY ROAD, THENCE NORTH 15°38' WEST 122.0 FEET, THENCE NORTH 52°02' EAST 139.3 FEET, THENCE NORTH 86°10' EAST 240.9 FEET, THENCE SOUTH 8°53' EAST 49.9 FEET, THENCE NORTH 58°31' EAST 247.3 FEET ALONG SAID COUNTY ROAD, THENCE SOUTH 14°3' EAST 302.6 FEET; THENCE SOUTH 16°14' WEST 133.2 FEET; THENCE SOUTH 8°22' EAST 245 FEET, THENCE SOUTH 89°46' WEST 738.5 FEET ALONG THE SOUTH LINE OF SAID NORTH THREE FOURTHS (3/4) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) TO THE POINT OF BEGINNING, CONTAINING 8.9468 ACRES INCLUDING 0.8363 ACRES OF COUNTY ROAD RIGHT-OF-WAY, AND ALL RIGHT, TITLE AND INTEREST IN AND TO AN EASEMENT RECORDED IN BOOK 133, PAGE 396 OF THE RECORDER'S OFFICE OF MADISON COUNTY, IOWA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENT, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

The Real Property or its address is commonly known as 2545 CARVER RD, WINTERSET, IA 50273. The Real Property parcel identification number is 560 560112248020000 00.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

EXTENDING MATURITY TO 12/15/2021.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

ADDITIONAL EVENT OF DEFAULT/ACCELERATION. We can require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if the property is not owner occupied as your primary residence .

MODIFICATION OF MORTGAGE
(Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 5, 2012.

GRANTOR:

X *Danny J Fyfe*
DANNY J FYFE

X *Michelle L. Fyfe*
MICHELLE L FYFE

LENDER:

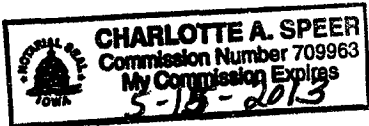
STATE FARM BANK, F.S.B.

X *Tanya Abshire*
Authorized Signer *Tanya Abshire*

INDIVIDUAL ACKNOWLEDGMENT

STATE OF *Iowa*)
) SS
COUNTY OF *Madison*)

On this *9th* day of *January*, A.D., 20 *12*, before me, a Notary Public in and for said County and State, personally appeared **DANNY J FYFE and MICHELLE L FYFE, as Husband and Wife**, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



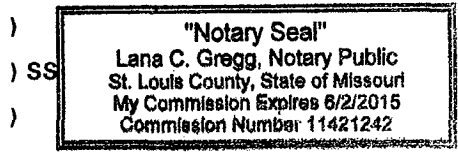
Charlotte A. Speer
Notary Public in the State of *Iowa*

MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Missouri

COUNTY OF St. Louis



On this 12th day of January, A.D., 20 12, before me, the undersigned Notary Public in said County and State, personally appeared Tanya Abshire and known to me to be the Bank Officer, authorized agent for **State Farm Bank, F.S.B.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **State Farm Bank, F.S.B.**, duly authorized by **State Farm Bank, F.S.B.** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **State Farm Bank, F.S.B.**.

By Lana C. Gregg
Lana C. Gregg
Notary Public in and for the State of _____

Residing at St. Louis County, Mo.
My commission expires 6-2-2015