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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

\_\_\_\_\_ State of Iowa \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

Prepared By: DUANE GORDON  
UNION STATE BANK  
P.O. BOX 110,  
WINTERSET, IA 50273 (515) 462-2161

Return To: UNION STATE BANK  
P.O. BOX 110  
201 WEST COURT  
WINTERSET, IA 50273

### MODIFICATION OF OPEN-END MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is 07-11-2012

\_\_\_\_\_. The parties and their addresses are:

**MORTGAGOR:** STROMAX CONSTRUCTION INC, AN IOWA CORPORATION  
406 EAST MADISON STREET  
WINTERSET, IA 50273-1927

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

**LENDER:** UNION STATE BANK  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA  
P.O. BOX 110  
201 WEST COURT  
WINTERSET, IA 50273

**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated 06-15-2012 and recorded on 06-26-2012. The Security Instrument was

recorded in the records of MADISON County, Iowa at RECORDERS OFFICE BOOK 2012 ON PAGE 1852 The property is located in MADISON County at W. WASHINGTON ST., & 1509 MCKINZE ST, WINTERSET, IA 50273.

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 \_\_\_\_\_.)

LOT THREE (3) OF SCHWANEBECK ADDITION, CITY OF WINTERSET, MADISON COUNTY, IOWA AND LOTS TWO (2), THREE (3) AND FOUR (4) IN BLOCK TWO (2) IN BIRCHWOOD ESTATES, PLAT NO. 1, AN ADDITION TO THE CITY OF WINTERSET, MADISON COUNTY, IOWA

REAL ESTATE MODIFICATION-IOWA

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**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.**

**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 WAS FILED IN THE DOLLAR AMOUNT OF \$180,000.00. THE MORTGAGE WILL NOW BE MODIFIED TO INCREASE THIS AMOUNT BY \$20,000.00 FOR A MAXIMUM MORTGAGE AMOUNT OF \$200,000.00.

THE MORTGAGE REFERRED TO IN THIS MODIFICATION WAS ORIGINALLY RECORDED IN BOOK 2012 ON PAGE 1788 ON 6/19/12, BUT HAD A INCORRECT LEGAL DESCRIPTION, THIS MODIFICATION WILL ALSO COVER THIS MORTGAGE ALSO. THE MORTGAGE  
 **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$200,000.00  which is a \$20,000.00  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: STROMAX CONSTRUCTION INC**

*Steven C. Maxwell, Sr.*  
(Signature) STEVEN C. MAXWELL, SR., PRESIDENT AND TREASURER (Date)

*Jeffrey D. Strong*  
(Signature) JEFFREY D. STRONG, VICE PRESIDENT AND SECRETARY (Date)

\_\_\_\_\_  
(Signature) (Date)

**LENDER: UNION STATE BANK**

By *Duane Gordon*  
DUANE GORDON, VICE PRESIDENT

**ACKNOWLEDGMENT:**

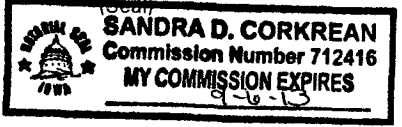
(Business or Entity Acknowledgment) STATE OF IOWA, COUNTY OF MADISON } ss.  
On this 11th day of JULY 2012 before me, a Notary Public in the state of Iowa, personally appeared STEVEN C. MAXWELL, SR.; JEFFREY D. STRONG  
to me personally known, who being by me duly sworn or affirmed did say that that person is PRESIDENT AND TREASURER; VICE PRESIDENT AND SECRETARY of said entity, that (the 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 board of directors/partners/members and the said PRESIDENT AND TREASURER; VICE PRESIDENT AND SECRETARY acknowledged the execution of said instrument to be the voluntary act and deed of said entity



*Duane Gordon*  
(Notary Public)

(Lender) STATE OF IOWA, COUNTY OF MADISON } ss.  
On this 11TH day of JULY, 2012, before me, a Notary Public in the state of Iowa, personally appeared DUANE GORDON, to me personally known, who being by me duly sworn or affirmed did say that person is VICE PRESIDENT 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 VICE PRESIDENT acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.

My commission expires:



*Sandra D. Corkrean*  
(Notary Public)