



Document 2013 383

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

-----State of Iowa----- Space Above This Line For Recording Data _____

Prepared By: Sonya Wingfield
Midland Credit Union
2891 106th Street
Urbandale, IA 50322

✓ Return To: Midland Credit Union
2891 106th Street
Urbandale, IA 50322

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is **01/24/2013**. The parties and their addresses are:

MORTGAGOR : Lonnie Dean Koons and Roxanne Jean Koons, Husband and Wife
1237 Prairieview Ave
Van Meter, Iowa 50261

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

LENDER: Midland Credit Union
2891 106th Street
Urbandale, IA 50322

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated **02/19/2008** and recorded on **03/14/2008**. The Security Instrument was recorded in the records of **Madison County, Iowa** at **BK 2008 PG 871**. The Property is located in **Madison County** at **1237 Prairieview Ave, Van Meter Iowa 50261**. The property is described as: (If the legal description of the property is not on page one of the Security Instrument, it is located on **The Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Sixteen (16) in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, ESCEPT Parcel "A" located in the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section (16), Containing 3,000 acres more or less, as shown in Plat of Survey filed in Book 3, Page 434 on May 3, 1999, in the Office of the Recorder of Madison County, Iowa.**

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$39,053.15 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, refinancing, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

Lonnie Dean Koons and Roxanne Jean Koons, Husband and Wife, Loan 6941 L6.1 current balance of \$39,053.15 new maturity date of 02/01/2018. Interest rate 4.00% and new payment amount of \$395.69 per month beginning 03/01/2013. A Balloon amount of \$21,883.52 due at maturity on 2/01/2018.

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$ _____ which is a \$
 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:

Lonnie Dean Koons 1-24-2013
(Signature) Lonnie Dean Koons (Date)

Roxanne Jean Koons 1-24-2013
(Signature) Roxanne Jean Koons (Date)

(Signature) (Date)

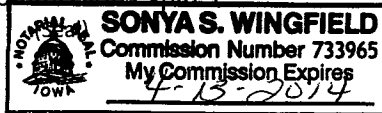
LENDER: Midland Credit Union

By: Sonya Wingfield
Sonya Wingfield

ACKNOWLEDGMENT:

(Individual) STATE OF Iowa, COUNTY OF Madison} ss. On this 24th day of January, 2013, before me, a Notary Public in the state of Iowa, personally Appeared **Lonnie Dean Koons and Roxanne Jean Koons, Husband and Wife** to me known to be the person(s) named in and who executed the forgoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

My commission expires:

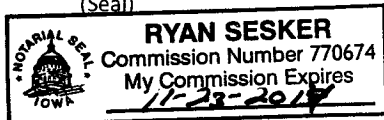


Sonya S. Wingfield
(Notary Public)

(LENDER) STATE OF Iowa, COUNTY OF Madison} ss. On this 24th day of January, 2013, before me, a Notary Public in the state of Iowa, personally Appeared Lonnie Dean Koons and Roxanne Jean Koons, to me Personally known, who being by me duly sworn or affirmed did say that person is Known 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 laws and the said Notary acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.

My commission expires:

(Seal)



[Signature]
(Notary Public)