



Document 2014 695

Book 2014 Page 695 Type 04 002 Pages 4 Date 3/28/2014 Time 3:46 PM Rec Amt \$22.00

INDX ANNO / SCAN

LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

CHEK

S1	tate of Iowa	Space Above This Line For Recording Data					
	/: DAVID A. KOCH						
. ,	UNION STATE BANK						
	PO BOX 110, WINTERSET,	,					
,	IA 50273 1-515-462-2161						
Return To:	UNION STATE BANK						
Vilotaili 10.	PO BOX 110						
	201 WEST COURT						
	AVENUE WINTERSET, IA 50	772					
	•						
MODIFICATION OF OPEN-END MORTGAGE							
DATE AND	PARTIES. The date of this Real Es	tate Modification (Modification) is <u>03-25-2014</u> their addresses are:					
MORTG	AGOR: NICHOLAS PHILLIPS AND 3232 VALLEY VIEW AVE TRURO, IA 50257	SARA A. PHILLIPS, HUSBAND AND WIFE					
		n incorporated herein, for additional Mortgagors, addendum is located on					
	: UNION STATE BANK						
		NDER THE LAWS OF THE STATE OF IOWA					
	PO BOX 110						
	201 WEST COURT AVENUE						
	WINTERSET, IA 50273						
BACKGROU		d into a Security Instrument dated 08-30-2013					
		in Book 2013, The Security Instrument was					
recorded in	the records of MADISON	Page 2674					
County, lov	va at OFFICE OF RECORDER	The property is located					
in MADISO		- 040 5 00/0414005 07 07					
CHARLES,	IA 50240						
The propert	ty is described as: (If the legal de	scription of the property is not on page one of					
this Security	v Instrument, it is located on PAG	E6 of the martage					

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.)

PROMISSORY NOTE DATED MARCH 25, 2014 IN THE AMOUNT OF \$348,000.00 EXECUTED BY NICHOLAS PHILLIPS AND SARA A. PHILLIPS

☑ MAXIMUM OBLIGAT	Γ ΙΟΝ LIMIT. The tota	l principal amount	secured by	the Security
Instrument at any one tir	me will not exceed \$ <u>3</u> 4	48,000.00		X which is a
\$ <u>48,000.00</u>	🏻 🗘 increase	☐ decrease in t	he total prin	cipal amount
secured. This limitation				
validly made pursuant t				
advances made under th	ne terms of the Securit	ty Instrument to pr	otect Lender's	security and
to perform any of the cov	venants contained in the	e Security Instrume	nt.	

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.

this Modification. Mortgagor also acknowledges receipt of a copy of the Modification. MORTGAGOR: (Signature) (Date) **LENDER: UNION STATE BANK ACKNOWLEDGMENT:** STATE OF <u>IOWA</u> , COUNTY OF <u>MADIS</u>ON (Individual) On this 25TH day of MARCH, 2014 , before me, a Notary Public in the state of Iowa, personally appeared NICHOLAS PHILLIPS; SARA A. PHILLIPS, HUSBAND AND WIFE known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed. My commission expires: (Seal) KATIE A. HANSEN 73839 Commission Number My Commin

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in



ACKNO	WLEDGMENT:					
	STATE OF <u>IOWA</u>		_, COUNTY OF N	IADISON	} ss.	
(Lender)	On this 25TH	day of MA	RCH, 2014		, before me, a	
	Notary Public in the state of Iowa, personally appeared DAVID A. KOCH					
				to me personal	ly known, who	
	being by me duly swo	rn or affirmed	did say that perso	on is VICE PRE	SIDENT	
		of said e	entity, (that seal a	affixed to said in	strument is the	
	seal of said entity of	r no seal has	been procured	by said entity)	and that said	
	instrument was signerauthority of its VICE		, if applicable, o	n behalf of the	said entity by and the said	
	VICE PRESIDENT					
	acknowledged the ex said entity by it volun			e the voluntary a	act and deed o	
	My commission expire (Seal)	es:	Katu A	(Notary Public)		

Loan origination organization UNION STATE BANK NMLS ID 435185 Loan originator DAVID A. KOCH NMLS ID 471741

KATIE A. HANSEN
Commission Number 778839
My Commission Expires