

Book 2015 Page 328 Type 04 002 Pages 1 Date 2/06/2015 Time 11:23 AM

Rec Amt \$7.00

**V**INDX **ANNO** 

LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

SCAN CHEK



## RETURN TO AND PREPARED BY: MINDY ROSE AT LUANA SAVINGS BANK 755 W BRIDGE RD, PO BOX 200 POLK CITY, IA 50226 (515)984-7100

## AGREEMENT FOR AMENDMENT TO MORTGAGE

THIS AGREEMENT, made this 30 day of JANUARY, 2015, by and between GABRIEL D. ADAIR AND RANA K. ADAIR HUSBAND AND WIFE, as Mortgagors, and Luana Savings Bank, an Iowa banking corporation, as Mortgagee, in modification and amendment to that one certain real estate mortgage granted by the Mortgagors to the Mortgagee dated SEPTEMBER 21, 2010 and filed SEPTEMBER 28, 2010 in the Mortgage Records of the MADISON County Recorder identified as file/document **BK 2010 PG 2342**, as to the described real estate:

LOT 28 OF PHASE II, TIMBER RIDGE ESTATE, LOCATED IN THE NE 1/4 OF SECTION 29, IN TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE 5<sup>TH</sup> P.M., MADISON COUNTY, IOWA.

by adding thereto the following:

This mortgage shall stand as security for said note and for any and all future and additional advances made to the Mortgagors by the holder of said note in such an amount or amounts so that the total of such future additional advances outstanding and unpaid at any one time shall not exceed \$150,000.00, and Mortgagee is hereby given authority to make such future advances to Mortgagors herein upon their signed order of receipt and secured as the original obligation herein. Such limitation upon the total amount of principal shall not be considered as limiting the amount secured hereby if for accruing interest or for any amount for any protective disbursement advanced or that may be taxed as costs to protect the security for loan or loans made in accordance with the terms and provisions contained in the mortgage.

THIS PARAGRAPH SHALL NOT CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL LOANS IN ANY AMOUNT.

## THIS MORTGAGE SHALL REMAIN IN EFFECT UNTIL IT EXPIRES ON SEPTEMBER 21, 2040.

Except as herein modified and amended, the mortgage here modified and the note or notes secured thereby and all the covenants and conditions thereof shall remain in full force and effect except as is herein modified.

IN WITNESS WHEREOF, we set our hand on the date first above written.

GABRIEL D. ADAIR

LUANA SAVINGS BANK

David Spurgeon, Loan Officer

STATE OF IOWA

**COUNTY OF** 

And on the same day appeared GABRIEL D. ADAIR AND RANA K. ADAIR 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.

**DAVID L. SPURGEON** My Commission Expires August 18, 2016 Notary Public

On this 30 day of JANUARY, 2015 before me the undersigned, a Notary Public in and for said state, personally appeared **David Spurgeon**, to me personally known, who being by me duly sworn, did say that he/she is the **Loan Officer** of the corporation executing the within and foregoing instrument, and that said instrument was signed on behalf of the said corporation, by it and them voluntarily executed.

