



Document 2015 442

Book 2015 Page 442 Type 04 002 Pages 3
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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

FOR RECORDER'S USE ONLY

Prepared By: Sarah Stefani, Business Banking Associate I, GREAT WESTERN BANK, 120 South 68th Street, West Des Moines, IA 50266, (515) 440-8460

ADDRESS TAX STATEMENT:

Danny J. Allen and Sonia B. Allen, 1966 175th Lane, Winterset, IA 50273

RECORDATION REQUESTED BY:

GREAT WESTERN BANK, GW Agribusiness - Clive, 120 South 68th Street, West Des Moines, IA 50266

WHEN RECORDED MAIL TO:

✓ **GREAT WESTERN BANK, GW Agribusiness - Clive, 120 South 68th Street, West Des Moines, IA 50266**

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 related document or instrument number can be found on page 1 of this Modification.

THIS MODIFICATION OF MORTGAGE dated February 12, 2015, is made and executed between Danny J. Allen, whose address is 1966 175th Lane, Winterset, IA 50273 and Sonia B. Allen, whose address is 1966 175th Lane, Winterset, IA 50273 (referred to below as "Grantor") and GREAT WESTERN BANK, whose address is 120 South 68th Street, West Des Moines, IA 50266 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 9, 2015 (the "Mortgage") which has been recorded in Madison County, State of Iowa, as follows:

Recorded in Madison County Recorder's Office on 01/13/2015 in Book 2015 Page 90.

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

All of the North Half (1/2) of the Northwest Quarter (1/4) lying South of Middle River, the Southeast Quarter (1/4) of the Northwest Quarter (1/4), and the Northeast Quarter (1/4) of the Southwest Quarter (1/4), all in Section Thirty-five (35), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa **EXCEPT** Parcel "A" located in the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section Thirty-five (35), containing 3.000 acres, as shown in Plat of Survey filed in Book 2008, Page 3000 on October 8, 2008, in the Office of the Recorder of Madison County, Iowa.

Parcel "C", located in the Southeast Quarter (1/4) of Section One (1), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 21.506 acres, as shown in Plat of Survey filed in Book 3, Page 489 on September 15, 1999 in the Office of the Recorder of Madison County, Iowa **and** the South Half (1/2) of the Northwest Quarter (1/4) and the South Half (1/2) of the Northeast Quarter (1/4) of Section One (1), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, excepting therefrom

**MODIFICATION OF MORTGAGE
(Continued)**

land conveyed or used for public highways or roads.

The East Half (1/2) of the Southwest Quarter (1/4) of Section Twenty-one (21), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, **EXCEPT** a tract of land located therein, containing 9.194 acres, as shown in Plat of Survey recorded in Deed Record 131, Page 606 on June 4, 1993 in the Office of the Recorder of Madison County, Iowa.

The Real Property or its address is commonly known as 344.2 Acres of Bare Farmland located in Madison County, IA.

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

Legal Description is changed to the following:

All of the North Half (1/2) of the Northwest Quarter (1/4) lying South of Middle River, the Southeast Quarter (1/4) of the Northwest Quarter (1/4), and the Northeast Quarter (1/4) of the Southwest Quarter (1/4), all in Section Thirty-five (35), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa **EXCEPT** Parcel "A" located in the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section Thirty-five (35), containing 3.000 acres, as shown in Plat of Survey filed in Book 2008, Page 3000 on October 8, 2008, in the Office of the Recorder of Madison County, Iowa.

Parcel "C", located in the Southeast Quarter (1/4) of Section One (1), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 21.506 acres, as shown in Plat of Survey filed in Book 3, Page 489 on September 15, 1999 in the Office of the Recorder of Madison County, Iowa and the South Half (1/2) of the Northwest Quarter (1/4) and the South Half (1/2) of the Northeast Quarter (1/4) of Section One (1), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, excepting therefrom land conveyed or used for public highways or roads.

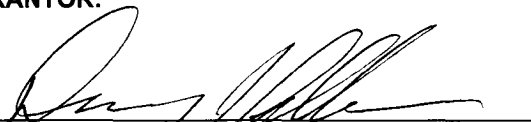
The East Half (1/2) of the Southwest Quarter (1/4) of Section Twenty-one (21), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, **EXCEPT** a tract of land located therein, containing 9.194 acres, as shown in Plat of Survey recorded in Deed Record 131, Page 606 on June 4, 1993 in the Office of the Recorder of Madison County, Iowa.

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.


GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 12, 2015.

GRANTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

GRANTOR:

X 

Danny J. Allen

X 

Sonia B. Allen

MODIFICATION OF MORTGAGE
(Continued)

LENDER:

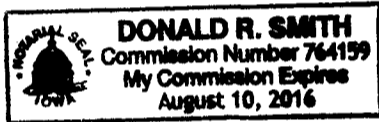
GREAT WESTERN BANK

X *Marty Kalton*
Marty Kalton, SVP

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Madison)

This record was acknowledged before me on February 13, 2015 by Danny J. Allen and Sonia B. Allen.

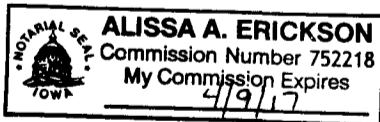


Donald R. Smith
Notary Public in and for the State of Iowa
My commission expires August 10, 2016

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Polk)

This record was acknowledged before me on February 16, 2015 by Marty Kalton as SVP of GREAT WESTERN BANK.



Alissa A. Erickson
Notary Public in and for the State of Iowa
My commission expires 4/9/17