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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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This instrument was prepared by: Tim Heldt

✓ Return To: Charter Bank 5526 NW 86th Street Johnston, Iowa 50131

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Mortgage Modification is July 24, 2012.
The parties and their addresses are:

MORTGAGOR:

DONALD V HOSEK

An unmarried individual
3369 Cumming Road
Cumming, IA 50061

LENDER:

CHARTER BANK

Organized and existing under the laws of Iowa
5526 NW 86th Street
Johnston, IA 50131

1. **BACKGROUND.** Mortgagor and Lender entered into an open-end mortgage (Security Instrument) dated March 6, 2000 and recorded on March 9, 2000. The mortgage was recorded in the records of Madison County, Iowa at Book 216 Page 10 and covered the following described Property:

See Attached Exhibit "A".

The property is located in Madison County at 3369 Cumming RD, Cumming, Iowa 50061

2. **MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated October 31, 2001 from Mortgagor to Lender, with a loan amount of \$245,000.00 and maturing on September 1, 2027.

(b) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

B. Mortgage Maturity. The mortgage maturity is here-by extended until September 1, 2027

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3. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
4. **CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

Donald V. Hosek
Donald V. Hosek, Individually

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK ss.

On this 24th day of July 2012 before me, a Notary Public in the state of Iowa, personally appeared Donald V. Hosek, an unmarried individual, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed. My commission expires:



Timothy J. Heldt
Timothy J. Heldt, (Notary Public)

Exhibit "A"

A parcel of land located in the Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Twelve (12), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Beginning at the South Quarter Corner of Section Twelve (12), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence North $00^{\circ}13'09''$ West 1326.88 feet to the Northwest Corner of the Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of said Section Twelve (12); thence, along the North line of said Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), North $82^{\circ}50'36''$ East 1212.14 feet; thence South $00^{\circ}13'09''$ East 1328.09 feet to the South line of said Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), thence South $82^{\circ}54'00''$ West 1212.00 feet to the Point of Beginning. Said parcel of land contains 36.670 acres, including 2.778 acres of county road right of way,



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