



Document 2013 999

Book 2013 Page 999 Type 04 002 Pages 3

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

FOR RECORDER'S USE ONLY

Prepared By: Tempest Fischels, Loan Processor, MidWestOne Bank, 802 13th Street, Belle Plaine, IA 52208-1709, (319) 444-2842

ADDRESS TAX STATEMENT:

MidWestOne Bank, Belle Plaine Office, 802 13th Street, PO Box 159, Belle Plaine, IA 52208-1709

RECORDATION REQUESTED BY:

MidWestOne Bank, Belle Plaine Office, 802 13th Street, PO Box 159, Belle Plaine, IA 52208-1709

WHEN RECORDED MAIL TO:

MidWestOne Bank, Belle Plaine Office, 802 13th Street, PO Box 159, Belle Plaine, IA 52208-1709

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 March 14, 2013, is made and executed between **PAUL B NARDINI**, whose address is **2390 HIGHWAY 30, TAMA, IA 52339** (referred to below as "Grantor") and MidWestOne Bank, whose address is **802 13th Street, PO Box 159, Belle Plaine, IA 52208-1709** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 28, 2005 (the "Mortgage") which has been recorded in MADISON County, State of Iowa, as follows:

RECORDED 03-10-2005 AT THE OFFICE OF THE MADISON COUNTY RECORDER, BOOK 2005, PAGE 1021.

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

ALL THAT PART OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION THREE (3) IN TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, WHICH LIES EAST OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID 40-ACRE TRACT 948.5 FEET WEST OF THE NORTHEAST CORNER THEREOF, THENCE SOUTHERLY ON A STRAIGHT LINE 1317.8 FEET TO A POINT ON THE SOUTH LINE OF SAID 40-ACRE TRACT 831.8 FEET WEST OF THE SOUTHEAST CORNER THEREOF, EXCEPTING THEREFROM A TRACT DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID 40-ACRE TRACT 615.01 FEET EAST OF THE SOUTHWEST CORNER THEREOF, THENCE NORTHWESTERLY ON A STRAIGHT LINE 186.1 FEET TO INTERSECT SAID FIRST DESCRIBED LINE AT A POINT THEREIN 1201.36 FEET SOUTHERLY FROM ITS PLACE OF BEGINNING, THENCE SOUTHERLY ALONG SAID FIRST DESCRIBED LINE TO THE SOUTH LINE OF SAID 40-ACRE TRACT, THENCE EAST ON SAID SOUTH LINE TO THE PLACE OF BEGINNING, AND THE SOUTH HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION THREE (3) IN TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA
EXCEPT

PARCEL "A" LOCATED IN THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION THREE (3), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, CONTAINING 4.083 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2003, PAGE 926, ON FEBRUARY 20, 2003, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA

**MODIFICATION OF MORTGAGE
(Continued)**

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The Real Property or its address is commonly known as BARELAND LOCATED IN SEC 3-TWP 76N-R28W, WINTERSET, IA.

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

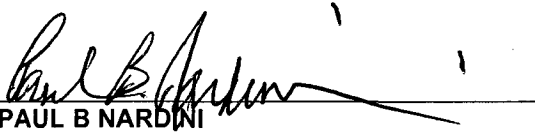
IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS HEREIN SET FORTH, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE THAT THE TIME PROVIDED IN SUCH MORTGAGE FOR THE PAYMENT OF THE PRINCIPAL SUM NOW SECURED THEREBY IS HEREBY EXTENDED TO 03-15-2034, WITH THE OTHER TERMS AND CONDITIONS OF SAID MORTGAGE AS RECORDED TO REMAIN IN FULL FORCE AND EFFECT. ALSO TO ADD THE NOTICE OF WAIVER OF HOMESTEAD EXEMPTION.

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 endorser 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 MARCH 14, 2013.

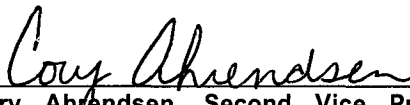
GRANTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

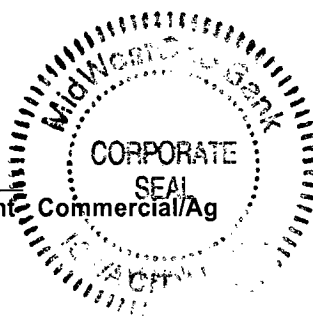
GRANTOR:

x 
PAUL B NARDINI

LENDER:

MIDWESTONE BANK

x 
Cory Ahrendsen, Second Vice President
Banking Officer



MODIFICATION OF MORTGAGE
(Continued)

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NOTICE OF WAIVER OF HOMESTEAD EXEMPTION

GRANTOR UNDERSTANDS THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE, AND THAT BY SIGNING THIS MODIFICATION, GRANTOR VOLUNTARILY GIVES UP GRANTOR'S RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MODIFICATION. DATED MARCH 14, 2013.

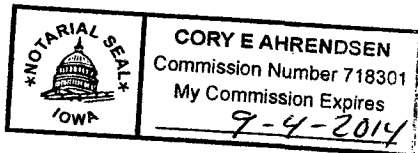
GRANTOR:

x Paul B. Nardini
PAUL B NARDINI

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Benton)

This record was acknowledged before me on March 14, 2013 by PAUL B NARDINI.

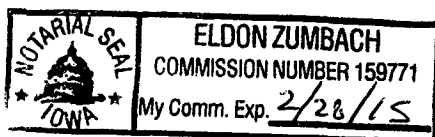


Cory E Ahrendsen
Notary Public in and for the State of Iowa
My commission expires 9-4-2014

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Benton)

This record was acknowledged before me on March 14, 2013 by Cory Ahrendsen as Second Vice President Commercial/Ag Banking Officer of MidWestOne Bank.



Eldon Zumbach
Notary Public in and for the State of IA
My commission expires 2/28/15