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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

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This instrument was prepared by Loan Department, Charter Bank - Waukee, 455 6th Street, P.O. Box 550, Waukee, IA 50263, 515-987-1000
Return To: Loan Department, Charter Bank - Waukee, 455 6th Street, P.O. Box 550, Waukee, IA 50263

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is May 13, 2013. The parties and their addresses are:

MORTGAGOR:

RICHARD K. ARNOLD

Spouse of Cynthia G. Arnold
2377 132nd Court
Van Meter, IA 50261

CYNTHIA G. ARNOLD

Spouse of Richard K. Arnold
2377 132nd Court
Van Meter, IA 50261

LENDER:

CHARTER BANK

Organized and existing under the laws of Iowa
455 6th Street
Waukee, IA 50263

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated April 20, 2012 and recorded on April 23, 2012 (Security Instrument). The Security Instrument was recorded in the records of Madison County, Iowa at Book 2012, Page 1154 and covered the following described Property:

Lot Sixteen (16) of Prairie Ridge Estates located in the North Half (1/2) of the Northeast Quarter (1/4), the Southwest Quarter (1/4) of the Northeast Quarter (1/4), and the Northeast Quarter (1/4) of the Northwest (1/4) of Section Twenty (20), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, together with the undivided percentage interest in the general common elements as set forth in the Declaration of Association for Prairie Ridge Estates Association filed in Book 2002, Page 2126 of the Madison County Recorder's Office



The property is located in Madison County at 2377 132nd Court, Van Meter, Iowa 50261.

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:

Richard K. Arnold
Iowa Real Estate Modification
IA/4XXGGROTE0000000000654057051313N

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Initials
Page 1

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

(1) Secured Debts and Future Advances. 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 May 13, 2013, from Mortgagor to Lender, with a loan amount of \$146,780.94 and maturing on June 1, 2043.

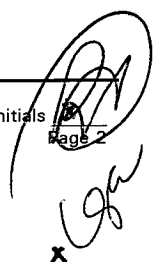
(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(c) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

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

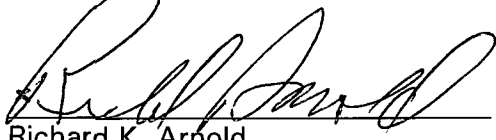
3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances 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.

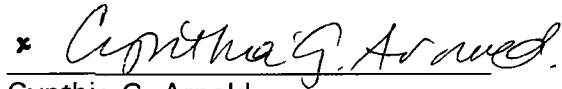
A large, stylized handwritten signature is written over the 'Initials' and 'Page 2' text. Below the signature, there are handwritten initials 'CA' and a small 'x' mark.

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:



Richard K. Arnold
Individually

* 

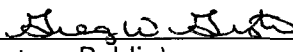
Cynthia G. Arnold
Individually

ACKNOWLEDGMENT.

STATE OF IOWA, COUNTY OF DALLAS ss.

On this 13th day of May 2013 before me, a Notary Public in the state of Iowa, personally appeared Richard K. Arnold , spouse of Cynthia G. Arnold, and Cynthia G. Arnold , spouse of Richard K. Arnold, to me 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:
May 31, 2015


(Notary Public)
Greg W. Grote

