DELAWARE COUNTY IOWA
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2003 SP 22 PM 2:47
BOOK 3 PAGE 4581
DEBORAH L. PEYTON
DELAWARE CO RECORDER
2.00

(x) ch4
FARMERS & MERCHANTS SAVINGS BANK 101 E. MAIN ST. MANCHESTER, IA 52057 (563) 927-4475
(name, address, and phone number of preparer)

State of Iowa — Space Above This Line For Recording Data

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 09-19-2003. The parties and their addresses are:

MORTGAGOR: EDMUND P. SCHAUL AND SHERRY A. SCHAUL, HUSBAND & WIFE
1000 GALES AVE
MANCHESTER, IA 52057

LENDER: FARMERS & MERCHANTS SAVINGS BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA
101 E. MAIN ST.
MANCHESTER, IA 52057

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 01-15-1990 and recorded on 01-15-1990. The Security Instrument was recorded in the records of DELAWARE County, Iowa at MANCHESTER, IA RECORDED IN BOOK 109 PAGE 285. The property is located in DELAWARE County at 812 NORTH FRANKLIN, MANCHESTER, IA 52057.

Described as:
SEE EXHIBIT "A"

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $ 100,000.00. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*
EDMUND P. SCHAUL & SHERRY A. SCHUAL, NOTE DATED 9/19/03 IN THE AMOUNT OF $297,000.00 WITH A MATURITY DATE OF 9/15/13

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed $ 100,000.00 ☒ which is a $ 73,000.00 ☒ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

NOTICE TO CONSUMER
(For purposes of this Notice, "You" means Mortgagor)
1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time with penalty and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents.

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

Edmund P Schaul
(Signature) EDMUND P. SCHAUL (Date)

Sherry A Schaul 9/19/03
(Signature) SHERRY A. SCHAUL (Date)

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

ACKNOWLEDGMENT:
(Individual) STATE OF IOWA , COUNTY OF DELAWARE } ss.
On this 19TH day of SEPTEMBER, 2003 , before me, a Notary Public in the state of Iowa, personally appeared EDMUND P. SCHAUL; SHERRY A. SCHAUL, HUSBAND & WIFE 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:

(Seal)
Rosemary Drees
COMMISSION NUMBER 144070
My Commission Expires
7/30/05

Rosemary Drees
(Notary Public)

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"Exhibit A"

Commencing at a point on the East line of Lot Thirty One (31), Burrington's Addition to Manchester, Iowa, according to plat recorded in Book I L.D., Page 245, forty two (42) feet South of the Northeast corner of said Lot, running thence South on East line of said Lot to a point sixty six (66) feet North of the South line of said Lot, thence West to the East line of Manchester and Oneida Railroad right of way, thence North along the East line of said right of way to a point directly West of beginning, thence East to beginning, subject to use of roadway as reserved in deed recorded in Book V, page 477.
Also described as commencing at a point on the West line of Franklin Street of the City of Manchester, 1103.5 feet North of the intersection of said West line of Franklin Street with the South line of the Northwest Quarter of the Southeast Quarter of Section 29, Township 89 North, Range 5, West of the Fifth P.M., as shown by a plat recorded in Book One of Town Plats, on page 96, in the office of the Recorder of Delaware County, Iowa, thence South 89° 18' West a distance of 297 feet, thence North and parallel with the said West line of Franklin Street a distance of 40.5 feet, thence North 89° 18' East a distance of 297 feet to the said West line of Franklin Street, thence South along the said West line of Franklin Street a distance of 40.5 feet to place of beginning; Also, the whole of the certain tract of land lying West of the hereinbefore described tract and between the North and South lines thereof extended to the East line of the right of way of the Manchester and Oneida Railroad, the North line thereof being 87 feet East and West and the South line thereof being 101 feet East and West; all in the County of Delaware and State of Iowa, and an entitlement to the permanent unobstructed common use of the certain existing ten foot roadway, the center line of which is the North line of the hereinbefore described premises, commencing at the West line of North Franklin Street and extending a distance of 160 feet West of the said West line of North Franklin Street.

EB D.D.
1-15-90