DELAWARE COUNTY IOWA
FILED
2004 MAY 26 PM 3:00
BOOK 2004 PAGE 1863
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
21.00

(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 05-24-2004. The parties and their addresses are:

MORTGAGOR: MARVIN C. CALONDER AND JUDITH A. CALONDER, HUSBAND & WIFE
1678 HIGHWAY 13
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 03-28-2002 and recorded on 04-16-2002. The Security Instrument was recorded in the records of DELAWARE County, Iowa at BOOK 2002 PAGE 1433. The property is located in DELAWARE County at 1678 HIGHWAY 13, MANCHESTER, IA 52057.

Described as:
SEE EXHIBIT "A" DATED 3/28/02

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $ 375,000.00. 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.)*
A/L#24184 DATED 5/24/04 IN THE AMOUNT OF $275,000.00
A/L#22135 DATED 3/28/02

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed $375,000.00 ☒ which is a $ 175,000.00 ☒ 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.

Marvin C. Calonder
(Signature) MARVIN C. CALONDER (Date)

Judith A. Calonder 5-25-0
(Signature) JUDITH A. CALONDER (Date)

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

ACKNOWLEDGMENT:
(Individual) STATE OF MISSOURI, COUNTY OF Howell } ss.
On this 25th day of May 2004, before me, a Notary Public in the state of ~~Iowa~~, personally appeared Judith A. Calonder
Iowa Missouri ID# 969224858 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)
PHYLLIS A. RHINE
Notary Public - Notary Seal
STATE OF MISSOURI
Howell County
My Commission Expires: May 1, 2008

Phyllis A. Rhine
(Notary Public)
Phyllis A. Rhine

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STATE OF IOWA
COUNTY OF DELAWARE

On this 24th day of May, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marvin C. Calonder to me personally known, to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Rosemary Drees
Notary Public in and for the State of Iowa

