Book 2007 Page 1362

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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

State of Iowa — Space Above This Line For Recording Data

Prepared By: Shar Boeckenstedt
Fidelity Bank & Trust
208 2nd Street SE,
Dyersville, IA 52040 (563) 875-7157

Ⓧ Return To: Fidelity Bank & Trust
208 2nd Street SE
P.O. Box 277
Dyersville, IA 52040

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 05-01-2007. The parties and their addresses are:

MORTGAGOR: Joseph L. Cusic and Connie J. Cusic, husband and wife
3355 Rockville Rd
Worthington, IA 52078

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments. The Addendum is located on _____.

LENDER: Fidelity Bank & Trust
Organized and existing under the laws of the state of Iowa
208 2nd Street SE
P.O. Box 277
Dyersville, IA 52040

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 05-01-1997 and recorded on 05-06-1997. The Security Instrument was recorded in the records of Delaware County in Book 44 Page 78 County, Iowa at Delaware County Recorder's Office. The property is located in Delaware County at 3355 Rockville Rd, Worthington, IA 52078.
The property is described as: (If the legal description of the property is not on page one of this Security Instrument, it is located on page 4.)

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NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $ 20,000.00 **. 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.)*

This Modification ties to a Home Equity Line of Credit Agreement dated 5-1-2007, in the amount of $20,000.00, with a maturity date of 5-1-2017.

☐ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed $_____ ☐ which is a $_____ ☐ 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.

QC

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.

MORTGAGOR:

Joseph L Cusic 5/1/07
(Signature) Joseph L. Cusic (Date)

Connie J Cusic 5/1/07
(Signature) Connie J. Cusic (Date)

(Signature) (Date)

LENDER: Fidelity Bank & Trust

By Shar Boeckenstedt
Shar Boeckenstedt, Asst Vice President

ACKNOWLEDGMENT:

(Individual) STATE OF Iowa, COUNTY OF Dubuque } ss.
On this 1st day of May, 2007, before me, a Notary Public in the state of Iowa, personally appeared Joseph L. Cusic; Connie J. Cusic, husband and 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: ~~05-08-2007~~ (Seal)

SHARLEEN S. BOECKENSTEDT
Commission Number 163254
My Commission Expires
5-7-08

Sharleen S. Boeckenstedt (Notary Public)
Sharleen S. Boeckenstedt

(Lender) STATE OF Iowa, COUNTY OF Dubuque } ss.
On this 1st day of May, 2007, before me, a Notary Public in the state of Iowa, personally appeared Shar Boeckenstedt, to me personally known, who being by me duly sworn or affirmed did say that person is Asst Vice President of said entity, (~~that seal affixed to said instrument is the seal of said entity or no seal~~ has been procured by said entity) and that said instrument was signed and sealed, if applicable, on behalf of the said entity by authority of its and the said Asst Vice President acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.

My commission expires: (Seal)

Mindy S. Burds (Notary Public)

MINDY S. BURDS
Commission Number 726352
My Commission Expires
1-13-2010

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Legal Description

Lots 3 and 4, in Block 6, in the Village of Rockville, Iowa, according to the recorded survey plan thereof, filed February 28, 1846, at Book A, page 114, et seq. of records of Delaware County, Iowa, (used for reference even if tentatively vacated as to the above real estate); also parcel described as the westerly 120 feet of that portion of "4th Alley" located in Block 6 in the Village of Rockville, Iowa, according to the recorded survey plan filed February 28, 1846 at Book A, page 114, et seq. of the records of Delaware County, Iowa, (used for reference even if technically vacated as to the above real estate); also described as all that portion of such "4th Alley" lying northerly of, and adjacent to Lots 3 and 4 of said Block 6, with its westerly boundary being the extended west line of said Lot 3 and its easterly boundary being the extended east line of said Lot 4. Width of 20 feet presumed. Grantor makes no warranties as to the alley portion of this real estate description.