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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

3005-2719

State of Iowa — Space Above This Line For Recording Data

Prepared By: LUANN MCQUILLEN
FARMERS & MERCHANTS
SAVINGS BANK
101 E. MAIN ST. PO BOX 588, MANCHESTER, IA 52057 (563) 927-4475

Return To: FARMERS & MERCHANTS
SAVINGS BANK
101 E. MAIN ST. PO BOX
588 MANCHESTER, IA 52057

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 10-17-2008. The parties and their addresses are:

MORTGAGOR: WAYNE A. BURKLE AND MARCIA L. BURKLE, HUSBAND & WIFE
1630 190TH AVENUE
MANCHESTER, IA 52057

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

LENDER: FARMERS & MERCHANTS SAVINGS BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA
101 E. MAIN ST. PO BOX 588
MANCHESTER, IA 52057

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 07-29-2005 and recorded on 08-04-2005. The Security Instrument was recorded in the records of DELAWARE County, Iowa at MANCHESTER, IA 52057. The property is located in DELAWARE County at 1630 190TH AVENUE, MANCHESTER, IA 52057.
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.)

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $ 50,000.00 **. 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.)*

LOAN #650104 DATED 7-29-2005 IN THE ORIGINAL AMOUNT OF $28,882.00 MATURING 8-3-2020; AND LOAN #680139 DATED 10-17-2008 IN THE AMOUNT OF $15,000.00 MATURING 10-22-2012

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed $50,000.00 ☒ which is a $21,118.00 ☒ 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.

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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:

Wayne A. Burkle 10-17-08
(Signature) WAYNE A. BURKLE (Date)

Marcia L. Burkle 10/17/08
(Signature) MARCIA L. BURKLE (Date)

(Signature) (Date)

LENDER: FARMERS & MERCHANTS SAVINGS BANK

By Eric Anderson EVP
ERIC C. ANDERSON, EXECUTIVE VICE PRESIDENT

ACKNOWLEDGMENT:

(Individual) STATE OF IOWA, COUNTY OF DELAWARE } ss.
On this 17TH day of OCTOBER, 2008, before me, a Notary Public in the state of Iowa, personally appeared WAYNE A. BURKLE; MARCIA L. BURKLE, 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) Luann McQuillen
COMMISSION NUMBER 144089
My Commission Expires
7-30-2011

Luann McQuillen
(Notary Public)

(Lender) STATE OF IOWA, COUNTY OF DELAWARE } ss.
On this 17TH day of OCTOBER, 2008, before me, a Notary Public in the state of Iowa, personally appeared ERIC C. ANDERSON, to me personally known, who being by me duly sworn or affirmed did say that person is EXECUTIVE VICE PRESIDENT of said entity, (that seal affixed to said instrument is the seal of said entity [redacted] and that said instrument was signed and sealed, if applicable, on behalf of the said entity by authority of its and the said EXECUTIVE 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) Luann McQuillen
COMMISSION NUMBER 144089
My Commission Expires
7-30-2011

Luann McQuillen
(Notary Public)

EXHIBIT "A"

Wayne & Marcia Burkle
Legal Description

That part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Three (3), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, described as commencing at the Northwest corner of said Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), and running thence South 12° 19' West four hundred eighty nine and six-tenths (489.6) feet along the West line of the Northwest Quarter (NW¼) of said Section Three (3), thence South 80° 56' East two hundred fifty two (252.0) feet, thence North 5° 20' East sixty three and three-tenths (63.3) feet, thence South 85° 40' East eighty four and eight-tenths (84.8) feet, thence North 6° 13' East one hundred ninety five (195.0) feet, thence South 89° 56' East nine hundred thirty six and six-tenths (936.6) feet, thence South 7° 33' East thirty two and six-tenths (32.6) feet, thence South 86° 39' East one hundred fifty eight and three-tenths (158.3) feet, thence North 7° 35' East two hundred seventy one (271.0) feet, thence North 46° 56' West ninety two and nine-tenths (92.9) feet, thence South 89° 27' West one thousand three hundred twenty two and eight tenths (1322.8) feet along the North line of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of said Section Three (3) to the point of beginning,

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