Book 2009 Page 252

Document 2009 252 Type 04 008 Pages 2
Date 1/23/2009 Time 9:41:11AM
Rec Amt $12.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

(Space Above This Line For Recording Data)

LOAN NUMBER: **KIM N/js**

THIS INSTRUMENT PREPARED BY: **Jamie B Strabala for Farmers State Bank** whose address is **1240 8th Avenue, Marion**, Iowa **52302** , and whose telephone number is **(319)377-4891**

WHEN RECORDED RETURN TO: **FARMERS STATE BANK** whose address is **1240 8TH AVENUE, PO BOX 569, Marion**, Iowa **52302**

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this **20th day of January, 2009**, between **DAVID C HANZELKA**, whose address is **5161 CHESTNUT RIDGE RD, CEDAR RAPIDS**, Iowa **52411-0000** ; and **CAROLYN A HANZELKA, Husband and Wife**, whose address is **5161 CHESTNUT RIDGE RD, CEDAR RAPIDS**, Iowa **52411-0000** ("Borrower"), and **FARMERS STATE BANK** whose address is **1240 8TH AVENUE, PO BOX 569, Marion**, Iowa **52302-0569** ("Lender").

FARMERS STATE BANK and Borrower entered into a Mortgage dated **October 29, 1997** and recorded on **November 3, 1997**, in Book **136**, Page **229**, records of **County** of **Delaware**, State of Iowa ("Mortgage"). The Mortgage covers the following described real property:

Address: **24869 208th Ave, Delhi**, Iowa **52223**
Legal Description: **Lot Four(4) of Petlon's River Subdivision of part of the Southeast Quarter(SE1/4) of the Southeast Quarter(SE1/4) of Section Fourteen(14), Township Eighty Eight(88) North, Range Five (5), West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 43.**

It is the express intent of the Borrower and Lender to modify the terms and provisions set forth in the Mortgage. Borrower and Lender hereby agree to modify the Mortgage as follows:

- **Maturity date is now 02/08/2020..**

Borrower and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Borrower and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Borrower who signed the original Mortgage does not sign this Agreement, then all Borrowers signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

© 2004-2008 Copyright Compliance Systems, Inc. 90C1-E19B - 2008.10.114

Initials

By signing below, Borrower and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

1/20/09

DAVID C HANZELKA Date

1/20/09

CAROLYN A HANZELKA Date

Witnessed by:

Name: Date

Name: Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA)
)
COUNTY OF **LINN**)

This instrument was acknowledged by **DAVID C HANZELKA**, and **CAROLYN A HANZELKA**, before me on **January 20, 2009**. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My commission expires: **10/3/2009**

Kim W Nelson
Notary

(Official Seal)

KIM W. NELSON
Commission Number 176275
My Comm. Exp. 10/3/09

LENDER: FARMERS STATE BANK

1/20/09

By: **Kim W Nelson** Date
Its: **SVP, Invstmnt Officer; Cashier**

BUSINESS ACKNOWLEDGMENT

STATE OF IOWA)
)
COUNTY OF **LINN**)

This instrument was acknowledged on the **20th day of January, 2009**, by **Kim W Nelson, SVP, Invstmnt Officer; Cashier** on behalf of **FARMERS STATE BANK**, a(n) **COMMERCIAL BANK**, who personally appeared before me.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: **5/19/2009**

Laurie L Graham
Notary

(Official Seal)

LAURIE L. GRAHAM
Commission Number 190213
MY COMMISSION EXPIRES
5/19/09

© 2004-2008 Copyright Compliance Systems, Inc. 90C1-E19B - 2008.10.114

www.compliancesystems.com
800-968-8522 - Fax 616-956-1868

Initials