Book 2009 Page 1160

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

State of Iowa — Space Above This Line For Recording Data

Prepared By: Mindy Burds
Fidelity Bank & Trust
Dyersville Branch
208 2nd Street SE, P.O. Box 277, Dyersville, IA 52040 (563) 875-7157

ENV. 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 03-13-2009. The parties and their addresses are:

MORTGAGOR: DANIEL FITZGERALD and JULIE FITZGERALD, HUSBAND & WIFE
3274 221st Street
Dyersville, IA 52040

☐ 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
4250 ASBURY RD
DUBUQUE, IA 52002

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 11-07-2007 and recorded on 11-14-2007 Book 2007 Page 3661. The Security Instrument was recorded in the records of DELAWARE County, Iowa at Delaware County Recorders Office. The property is located in Delaware County at 3274 221st Street, Dyersville, IA 52040.

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 _____.)

Lot One (1) of the North Fractional Half (N frl 1/2) of the Northeast Fractional Quarter (NE frl 1/4) of Section Two (2), Township Eighty Eight (88) North, Range Three (3), West of the 5th P.M., in Delaware County, Iowa, according to Plat recorded in Book 2, Plats, Page 157, subject to easements fo record.

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 IS TO INCREASE THE SECURED AMOUNT FROM $15,000.00 TO $20,000.00.

☐ **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.

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:

(Signature) DANIEL FITZGERALD 3-13-09 (Date)

(Signature) JULIE FITZGERALD 3-13-09 (Date)

(Signature) (Date)

LENDER: FIDELITY BANK & TRUST

By Mindy S. Burds
Mindy Burds, Vice President

ACKNOWLEDGMENT:

(Individual) STATE OF Iowa, COUNTY OF Dubuque County } ss.
On this 13th day of March, 2009, before me, a Notary Public in the state of Iowa, personally appeared DANIEL FITZGERALD; JULIE FITZGERALD, 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: 01-13-2010

(Seal)
MINDY S. BURDS
Commission Number 726352
My Commission Expires
FEB 2010

Mindy S. Burds (Notary Public)
Mindy S. Burds

JASON M. HEISLER
Commission Number 719133
My Commission Expires
10/18/11

(Lender) STATE OF Iowa, COUNTY OF Dubuque County } ss.
On this 13th day of March, 2009, before me, a Notary Public in the state of Iowa, personally appeared Mindy Burds, to me personally known, who being by me duly sworn or affirmed did say that person is Vice President of said entity, (~~that 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 Vice President and the said 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: 05-07-2011

(Seal)
SHARLEEN S. BOECKENSTEDT
Commission Number 109254
My Commission Expires

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