Book 2013 Page 1164
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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

FOR RECORDER'S USE ONLY

Prepared By: Lois Kasdorf, Hills Bank and Trust Company, 131 Main Street, PO Box 160, Hills, IA 52235, (800) 445-5725

ADDRESS TAX STATEMENT:
Donald F. Moriarty and Donna R. Moriarty, 20300 247th St, Manchester, IA 52057-0000

RECORDATION REQUESTED BY:
Hills Bank and Trust Company, Cedar Rapids Southwest, 131 Main Street, PO Box 160, Hills, IA 52235

WHEN RECORDED MAIL TO:
Hills Bank and Trust Company, Attn: Post-Closing Dept., 131 Main Street; PO Box 160, Hills, IA 52235-0160

MODIFICATION OF MORTGAGE

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 1 of this Modification. The legal description can be found on page 1 of this Modification. The parcel identification number can be found on page 1 of this Modification. The related document or instrument number can be found on page 1 of this Modification.

THIS MODIFICATION OF MORTGAGE dated March 28, 2013, is made and executed between Donald F. Moriarty and Donna R. Moriarty f/k/a Donna R. Davis; as husband and wife (referred to below as "Grantor") and Hills Bank and Trust Company, whose address is 131 Main Street, PO Box 160, Hills, IA 52235 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 10, 2008 (the "Mortgage") which has been recorded in Delaware County, State of Iowa, as follows:

Recorded on 04-16-2008 in Book 2008, at Page 1196.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Delaware County, State of Iowa:

Lots Three (3) and Four (4) of Bahndorf's First Addition to Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 1, except Parcel H Part of Lot 3 of Bahndorf's First Addition, Part of the N 1/2 of the SW 1/4 Section Fourteen (14), Township Eighty-Eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 160; also Parcel I Part of the NE 1/4 of the SW 1/4, and Part of Lot Four (4) of Breezy Point Subdivision of the NE 1/4 of the SW 1/4, all of Section Fourteen (14), Township Eighty-Eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 160.

The Real Property or its address is commonly known as 20300 247th St, Manchester, IA 52057. The Real Property tax identification number is 000250140300600. The Real Property parcel identification number is 250-14-03-006-00.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Maturity Date as set forth in the Section 1. (a) of said mortgage is hereby modified from 04-10-2013 to 04-10-2028; and

The Revolving Line of Credit feature is hereby removed.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive

Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

NOTICE OF WAIVER OF HOMESTEAD EXEMPTION. An exhibit, titled "NOTICE OF WAIVER OF HOMESTEAD EXEMPTION," is attached to this Modification and by this reference is made a part of this Modification just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 28, 2013.

GRANTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

GRANTOR:

X _____
Donald F. Moriarty

X _____
Donna R. Moriarty

LENDER:

HILLS BANK AND TRUST COMPANY

X _____
Todd P. Shaull, VP, Branch Manager

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) **SS**
COUNTY OF Linn)

On this 28th day of March, A.D., 20 13, before me, a Notary Public in and for said County and State, personally appeared **Donald F. Moriarty, as husband,** to me known to be the person named in and who executed the foregoing instrument and acknowledged that he or she executed the same as his or her voluntary act and deed.

_____
Notary Public in the State of

NOTARIAL SEAL IOWA
TODD P. SHAULL
Commission Number 222832
My Commission Expires
6/2/14

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Linn)

On this 28th day of March, A.D., 20 13, before me, a Notary Public in and for said County and State, personally appeared **Donna R. Moriarty, as wife,** to me known to be the person named in and who executed the foregoing instrument and acknowledged that he or she executed the same as his or her voluntary act and deed.

NOTARIAL SEAL IOWA
TODD P. SHAULL
Commission Number 222832
My Commission Expires
5/2/14

Notary Public in the State of _____

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Linn)

On this 28th day of March, A.D., 20 13, before me, the undersigned Notary Public in said County and State, personally appeared **Todd P. Shaull** and known to me to be the **VP, Branch Manager,** authorized agent for **Hills Bank and Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Hills Bank and Trust Company,** duly authorized by **Hills Bank and Trust Company** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Hills Bank and Trust Company**.

By _____ Residing at _____

Notary Public in and for the State of IA My commission expires 5·2·16

NOTARIAL SEAL IOWA
JENNIFER AKERBERG
Commission Number 746705
My Commission Expires
5·2·16

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NOTICE OF WAIVER OF HOMESTEAD EXEMPTION

This NOTICE OF WAIVER OF HOMESTEAD EXEMPTION is attached to and by this reference is made a part of the Modification of Mortgage, dated March 28, 2013, and executed in connection with a loan or other financial accommodations between HILLS BANK AND TRUST COMPANY and Donald F. Moriarty.

GRANTOR UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE, AND THAT BY SIGNING THIS MORTGAGE, GRANTOR VOLUNTARILY GIVES UP GRANTOR'S RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

THIS NOTICE OF WAIVER OF HOMESTEAD EXEMPTION IS EXECUTED ON MARCH 28, 2013.

GRANTOR:

X _____
Donald F. Moriarty

X _____
Donna R. Moriarty

LENDER:

HILLS BANK AND TRUST COMPANY

X _____
Todd P. Shaull, VP, Branch Manager

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