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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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This instrument was prepared by Heather Bissell, Fidelity Bank & Trust, 105 E Main St, Luxemburg, IA 52056
Return To: Diane Steffen; Fidelity Bank & Trust, PO Box 108, Luxemburg, IA 52056

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is June 25, 2013. The parties and their addresses are:

MORTGAGOR:
DELMAR JOHN ROSS
Spouse of DEBRA A ROSS
1174 295TH AVE
COLESBURG, IA 52053

DEBRA A ROSS
Spouse of DELMAR JOHN ROSS
1174 295TH AVE
COLESBURG, IA 52035-8717

LENDER:
FIDELITY BANK & TRUST
Organized and existing under the laws of Iowa
105 E. Main St.
P.O. Box 108
Luxemburg, IA 52056-0108

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated September 23, 1996 and recorded on September 30, 1996 (Security Instrument). The Security Instrument was recorded in the records of Delaware County, Iowa at

Document 260-1124; Book 131, Page 191 and covered the following described Property:

LOT ONE (1) OF THE PLAT OF THE SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER (SW¼)OF THE SOUTHEAST QUARTER (SE¼) OF SECTION EIGHT (8), TOWNSHIP NINETY NORTH (T90N) , RANGE 3 WEST (R3W) OF THE FIFTH PM, LYING EAST OF THE CENTER LINE OF THE COUNTY ROAD, DELAWARE COUNTY, IOWA ACORDING TO PLAT RECORDED IN BOOK 5 PLATS, PAGE 19

The property is located in Delaware County at 1174 295TH AVE, COLESBURG, Iowa 52053.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 213002035, dated June 25, 2013, from Mortgagor to Lender, with a maximum credit limit of $35,000.00, with an initial interest rate of 4.500 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on July 2, 2023.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(c) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is

unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:



DELMAR JOHN ROSS
Individually



DEBRA A ROSS
Individually

LENDER:

Fidelity Bank & Trust

By _____
Diane M. Steffen, Assistant Vice President

ACKNOWLEDGMENT.

STATE OF IOWA, COUNTY OF DUBUQUE ss.

On this 25th day of June 2013 before me, a Notary Public in the state of Iowa, personally appeared DELMAR JOHN ROSS , spouse of DEBRA A ROSS, and DEBRA A ROSS , spouse of DELMAR JOHN ROSS, 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:
March 26, 2014

_____
(Notary Public)
Diane M. Steffen

DIANE M. STEFFEN
Commission Number 221688
My Commission Expires
3-26-14

(Lender Acknowledgment)

STATE OF IOWA, COUNTY OF DUBUQUE ss.

On this 25th day of June 2013 before me, a Notary Public, in and for said county, personally appeared Diane M. Steffen, to me personally known, who being by me duly sworn or affirmed did say that that person is Assistant Vice President of Fidelity Bank & Trust and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said Assistant Vice President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

My commission expires:



(Notary ~~Public~~)