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P O Box 227
Dyersville, IA 52040

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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This instrument was prepared by McKenzie Kruchten, Fidelity Bank & Trust, 105 E. Main St., Luxemburg, IA 52056
Return To: Diane Steffen, Fidelity Bank & Trust, 105 E. Main Street, Luxemburg, IA 52056-0108

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is November 6, 2013. The parties and their addresses are:

MORTGAGOR:
CHARLES M FUNK
Spouse of SHARON K FUNK
508 JACKSON ST., PO BOX 114
COLESBURG, IA 52035-0114

SHARON K FUNK
Spouse of CHARLES M FUNK
508 JACKSON ST., PO BOX 114
COLESBURG, IA 52035-0114

Husband and wife

LENDER:
FIDELITY BANK & TRUST
Organized and existing under the laws of Iowa
4250 Asbury Rd.
Dubuque, IA 52002
Legal description is located on page 2 of this modification of mortgage

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated December 15, 2003 and recorded on January 16, 2004 (Security Instrument). The

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Security Instrument was recorded in the records of Delaware County, Iowa at Book 2004, Page 150 and covered the following described Property:

Lots Three (3) and Four (4), Block Two (2), First Western Addition to Colesburg, Iowa, according to Corrected and Amended Plat of Incorporated Town of Colesburg Recorded in Book 1 Plats, Pages 73 to 86

The property is located in Delaware County at 508 JACKSON ST., COLESBURG, Iowa 52035.

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. 213002772, dated November 6, 2013, from Mortgagor to Lender, with a maximum credit limit of $10,000.00, 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 November 26, 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:

Charles M Funk

CHARLES M FUNK
Individually

Sharon K Funk

SHARON K FUNK
Individually

LENDER:

Fidelity Bank & Trust

By _____
Diane M. Steffen, Assistant Vice President

ACKNOWLEDGMENT.

STATE OF IOWA, COUNTY OF DUBUQUE ss.

On this 6th day of November 2013 before me, a Notary Public in the state of Iowa, personally appeared CHARLES M FUNK , spouse of SHARON K FUNK, and SHARON K FUNK , spouse of CHARLES M FUNK, 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

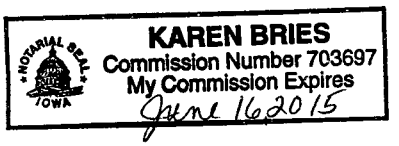
NOTARIAL SEAL IOWA
DIANE M. STEFFEN
Commission Number 221609
My Commission Expires
3-26-14

(Lender Acknowledgment)

STATE OF IOWA, COUNTY OF DUBUQUE ss.

On this 6th day of November 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)