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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

LOAN ORIGINATOR NAME: Kevin Funke
NMLS COMPANY IDENTIFIER: 543887
NMLS ORIGINATOR IDENTIFIER: 554287

Prepared By: **Kristin Hucker, Citizens State Bank, PO Box 10, Hopkinton IA 52237 PH. 563-926-2250**
Return to: **Citizens State Bank, PO Box 10, Hopkinton IA 52237**

MODIFICATION AGREEMENT- DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this **26th day of June, 2015** between **Michael L. Stahlberg and Karla R. Stahlberg fka Karla R. Sternhagen,** whose address is **2504 Pheasant Rd**, Hopkinton, IA 52237 ("Grantors"), and Citizens State Bank whose address is PO Box 10, Hopkinton, IA 52237 ("Grantee/Lender").

Citizens State Bank and Grantor entered into a Deed of Trust dated December 16, 1994 and recorded on December 20, 1994 in the records of the County of Delaware, State of Iowa("Deed of Trust") and indexed as Book 37 Page 8. The Deed of Trust covers the following described real property:

Address:114 4th St NW, Hopkinton IA 52237

Legal Description: Lot Six (6) and Seven (7) except the Easterly sixteen and one-half feet of Lot Six (6) Block Four (4) H.A. Carters Third Addition to Hopkinton, Iowa.

It is the express intent of the Grantor and Grantee/Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Grantee/Lender hereby agree to modify the Deed of Trust as follows: Extending Maturity Date of this Deed of Trust until June 26, 2035.

Grantor and Grantee/Lender agree that the Deed of Trust 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 Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition or covenant therein, except herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Deed of Trust it being the intent of Grantor and Grantee/Lender that the terms and provision 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 Deed of Trust.

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

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Grantee/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. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THE AGREEMENT MAY BE CHANGED ONLY BY ANOTHER WRITTEN AGREEMENT.

MS KS

By signing below, Grantor and Grantee/Lender acknowledge that they have read all the provisions contained in this agreement, and that they accept and agree to its terms.

Michael L. Stahlberg 6/26/15
Michael L. Stahlberg Date
Individually

Karla R. Stahlberg 6/26/15
Karla R. Stahlberg Date
Individually

_____ Date
Individually

_____ Date
Individually

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF IOWA)
)
COUNTY OF Delaware)

This instrument was acknowledge by Michael L. Stahlberg and Karla R. Stahlberg before me on June 26, 2015. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My Commission expires: 2-15-2017

Kevin R. Funke
Kevin R. Funke
NOTARY
Identification Number:

Notary residing in Delaware County.

NOTARIAL SEAL IOWA
KEVIN R. FUNKE
Commission Number 131157
My Commission Expires
2-15-17

BUSINESS ACKNOWLEDGEMENT

STATE OF IOWA)
)
COUNTY OF)

This instrument was acknowledged on the day of , by , , on behalf of Citizens State Bank, who personally appeared and before me. In witness whereof, I hereunto set my hand and, if applicable, my official seal

My Commission expires:

_____
NOTARY
Identification Number:

Notary residing in County.