Recorded: 2/23/2016 at 1:38:02.0 PM
Fee Amount: $17.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2016 PG: 425

Preparer Information: Charisa Timmins
University of Iowa Community Credit Union, 825 Mormon Trek Blvd, Iowa City, IA 52244-2630 Ph: (319) 339-1000
Return Address:
University of Iowa Community Credit Union,825 Mormon Trek Blvd/POB 2630, Iowa City, IA 52244-2630

Extension and Amendment of Open End Mortgage

The University of Iowa Community Credit Union, a/k/a U of I Community Credit Union, 825 Mormon Trek Boulevard/PO Box 2630, Iowa City, IA 52244-2630, Lender, and Scott A Zebuhr and Kristine A Zebuhr, Husband and Wife, Mortgagor(s), whose address is: 203 Bailey Drive, Manchester, IA 52057,hereby agree as follows:

The Open End Mortgage executed by Mortgagor(s) on the 1st day of September, 2006, with a Line of Credit amount of $30,200.00, and a final payment due thereon on or before the 15th day of April, 2016, recorded on the 11th day of September, 2006, in Book 2006, Page 3342, of the Records of the Recorder for Delaware County, Iowa, upon the following described property, to-wit:

See attached "Exhibit A"

is hereby amended as follows:

The final payment of the Fixed Rate Home Equity Line of Credit secured by the said Open End Mortgage shall be on or before the 15th day of February, 2021.

OPEN-END FEATURE: This mortgage shall secure the payment and performance of the Fixed Rate Home Equity Line of Credit, and any extensions and amendments thereto, and for any and all future and additional advances made to the Mortgagor(s) or any of them, by the Mortgagee in such amount or amounts so that the total of such future additional advances outstanding and unpaid at any one time shall not exceed $30,000.00. This mortgage shall also secure all of the covenants, agreements and indebtedness of Mortgagor(s) to Mortgagee, whether existing now or in the future, of all kinds, and whether such indebtedness is reduced and increased thereafter, or entirely extinguished and reincurred later. THIS PARAGRAPH SHALL NOT CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL LOANS IN ANY AMOUNT.

NOTICE: This mortgage secures credit in the amount of $30,000.00. Loan and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

If any term in this Extension and Amendment of Open End Mortgage violates any law or for some other reason is not enforceable, that term will not be part of this Extension and Amendment of Open End Mortgage. However, the other terms of this Extension and Amendment of Open End Mortgage will remain effective.

This Extension and Amendment of Open End Mortgage is subject to Iowa law and any applicable Federal law. If enactment or expiration of applicable laws has the effect of rendering any provision of this Extension and Amendment of Open End Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums loaned in connection with the Fixed Rate Home Equity Line of Credit.

IMPORTANT: READ THE EXTENSION AND AMENDMENT OF OPEN END MORTGAGE ("AGREEMENT") ACCOMPANYING THIS NOTICE BEFORE SIGNING. THE TERMS OF THE AGREEMENT SHOULD BE READ CAREFULLY

BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THE WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THE AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT. ORAL OR IMPLIED CHANGES TO THE AGREEMENT ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

BORROWER(S) ACKNOWLEDGES THAT BORROWER(S) HAS READ, UNDERSTANDS AND AGREES TO THE TERMS OF THIS EXTENSION AND AMENDMENT OF OPEN END MORTGAGE, AND ACKNOWLEDGES RECEIPT AND POSSESSION OF AN EXACT COPY OF THIS DOCUMENT.

Scott A. Zebuhr Date: 2-19-16

MORTGAGOR: Scott A Zebuhr

Kristine A. Zebuhr Date: 2-19-16

MORTGAGOR: Kristine A Zebuhr

STATE OF IOWA, COUNTY OF Linn, ss:

On this 19th day of February, 2016, before me, a Notary Public, personally appeared Scott A Zebuhr and Kristine A Zebuhr, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Jessica Bye

Notary Public in and for Said State

JESSICA BYE
COMMISSION NUMBER 745795
MY COMMISSION EXPIRES
3-23-2019

Exhibit A

Lot Two (2) of W. C. Mawe Subdivision, a Subdivision of Part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Thirty Two (32) and of Part of the West one-half (W1/2) of the Northwest Quarter (NW1/4) of Section Thirty Three (33), all in Township Eighty Nine North (T89N), Range Five West (R5W) of the Fifth P.M., City of Manchester, Delaware County, Iowa, according to plat recorded in Book 4 Plats, Page 144, except that part of said Lot Two (2) described as commencing at the Southwest corner of said Lot Two (2), thence Northerly along the West line of said Lot Two (2) a distance of fifteen (15) feet, thence Easterly to the Southeast corner of said Lot Two (2) thence Westerly along the South line of said Lot Two (2) to the point of beginning; also that part of the Northwest Quarter (NW1/4) of Section Thirty Three (33), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M. described as commencing at the Northwest corner of said Lot Two (2), thence North 1° 59' 30" East fifteen (15) feet, thence Easterly to the Northeast corner of said Lot Two (2), thence Westerly along the North line of said Lot Two (2) to the point of beginning.