Book 2016 Page 629

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Ed
1st Federal Credit Union
435 1st Ave SW
Cedar Rapids IA
52405

Prepared by and Return to: Lynn Wickham Hartman, Simmons Perrine Moyer Bergman PLC, 115 Third Street SE, Suite 1200, Cedar Rapids, IA 52401-1266; Telephone: (319) 366-7641

Document No. Book 2009, Page 2170.

Legal Description: See Exhibit A at page ~~X~~ 4

AMENDMENT TO MORTGAGE

This Amendment to Mortgage (the "**Amendment**"), is made and entered into by Ronald M. Bockenstedt and Michelle Bockenstedt, husband and wife (the "**Borrowers**") and First Federal Credit Union (the "**Lender**") as of ~~February~~ March 10, 2016.

WHEREAS, a mortgage was given by the Borrowers in favor of Lender on May 29, 2009, which mortgage was recorded in the office of the County Recorder for Delaware County, Iowa, on June 2, 2009 in Book 2009, page 2170. The property subject to the Mortgage is as set forth on Exhibit A, page ~~X~~ 4 hereto.

WHEREAS, the mortgage was thereafter amended on (i) September 9, 2009, which amendment was recorded on September 9, 2009 in Book 2009 at Page 3653, (ii) March 24, 2011, which amendment was recorded on April 21, 2011 in Book 2011 at Page 1342; and (iii) August 23, 2013, which amendment was recorded on August 30, 2013 in Book 2013 at Page 2833 (the mortgage and subsequent amendments are hereafter collectively referred to as the "**Mortgage**").

WHEREAS, the Mortgage currently provides that the maturity date of the Mortgage is March 1, 2016.

WHEREAS, the Borrowers have requested that the Lender extend the maturity of the Note (as defined in the Mortgage) and the Mortgage to March 1, 2021, and Lender has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

NOW, THEREFORE, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, Borrowers and Lender agree as follows:

1. **MATURITY OF MORTGAGE.** Any reference to a maturity date of the Mortgage shall be March 1, 2021.

2. **EFFECTIVENESS OF PRIOR DOCUMENT.** Except as herein provided, all other terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms, including any reference in the Mortgage to future credit secured by the Mortgage, and nothing herein will affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security. This is an amendment, not a novation.

3. **NO WAIVER OF DEFAULTS; WARRANTIES.** This Amendment shall not be construed as or be deemed to be a waiver by the Lender of existing defaults by the Borrowers whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

4. **COUNTERPARTS.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

5. **RECEIPT OF COPY.** Borrowers hereby acknowledge the receipt of a copy of this Amendment to Mortgage together with a copy of each promissory note secured hereby.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of ~~February~~ March 10, 2016.

Ronald M. Bockenstedt
Ronald M. Bockenstedt

Michelle Bockenstedt
Michelle Bockenstedt

FIRST FEDERAL CREDIT UNION

By: _____

Its: SVP
Chuck Lampe, Senior Vice President

WE UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS AMENDMENT TO MORTGAGE, WE VOLUNTARILY GIVE UP OUR RIGHT TO THIS PROTECTION FOR THIS MORTGAED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THE MORTGAGE OR AMENDMENT TO MORTGAGE.

Ronald M. Bockenstedt

Ronald M. Bockenstedt

Michelle Bockenstedt

Michelle Bockenstedt

MORTGAGOR (BORROWER) NOTARIZATION

STATE OF IOWA)
) SS
COUNTY OF Linn)

This instrument was acknowledged before me on ~~February~~ March 10, 2016 by Ronald M. Bockenstedt and Michelle Bockenstedt, husband and wife.

(Notarial Seal) GRETA HANSON Commission Number 792459 My Commission Expires October 06, 2018

Greta Hansen

Notary Public, State of Iowa
My commission expires: 10/6/18

MORTGAGEE (LENDER) NOTARIZATION

STATE OF IOWA)
) ss.
COUNTY OF Linn)

This instrument was acknowledged before me on ~~February~~ March 10, 2016 by Chuck Lampe, as the Senior Vice President of First Federal Credit Union.

Greta Hansen

(Notarial Seal)

Notary Public, State of Iowa
My commission expires: 10/6/18

GRETA HANSON Commission Number 792459 My Commission Expires October 06, 2018

Exhibit A

Property

Parcel A, being part of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼), Section Nine (9), Township Eighty-Eight North (T88N), Range Six West (R6W), of the Fifth Principal Meridian, Delaware County, Iowa as per the Plat of Survey recorded in Book 2008, Page 1425 and as Document No. 2008 1425 in the Delaware County Iowa Recorder's Office.

And

The East One-Half (E ½) of the Southwest Quarter (SW ¼) of Section Four (4), and the West One-Half (W ½) of the Northwest Quarter (NW ¼) of Section Nine (9), and the West One-Half (W ½) of the Southwest Quarter (SW ¼) of Section Nine (9), all in Township Eighty Eight (88) North, Range Six (6), West of the Fifth P.M., except that part conveyed to the State of Iowa by Warranty Deed recorded in Book 88, L.D., Page 194.