Recorded: 6/27/2016 at 8:59:52.0 AM
Fee Amount: $17.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2016 PG: 1631

(Space Above This Line For Recording Data)

THIS INSTRUMENT PREPARED BY: **Patti Jo Scheel for Farmers State Bank**, whose address is **1240 8th Avenue, Marion**, Iowa **52302**, and whose telephone number is **(319)377-4891**

WHEN RECORDED RETURN TO: **FARMERS STATE BANK**, whose address is **1240 8TH AVENUE, PO BOX 569, Marion**, Iowa **52302**

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this **23rd day of June, 2016**, between **NANCY L KINTZLE, A SINGLE PERSON**, whose address is **26201 212TH AVE, Delhi**, Iowa **52223-8439** (" Mortgagor"), and **FARMERS STATE BANK** whose address is **1240 8TH AVENUE, PO BOX 569, Marion**, Iowa **52302** ("Lender").

FARMERS STATE BANK and Mortgagor entered into a Mortgage dated **October 6, 2014** and recorded on **October 8, 2014**, in Book **2014**, Page **2542**, records of **COUNTY** of **DELAWARE**, State of Iowa ("Mortgage"). The Mortgage covers the following described real property:

Address: **26201 212TH AVE, Delhi**, Iowa **52223**
Legal Description: **SEE EXHIBIT "A", PAGE 3**

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- **This mortgage secured credit in the amount of $77,000.00. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.**

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

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

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to 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 THIS AGREEMENT MAY BE CHANGED ONLY BY ANOTHER WRITTEN AGREEMENT.

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By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

6/23/16
(Seal)

NANCY L KINTZLE Date
Individually

Witnessed by:

(Seal) (Seal)

Name: Date Name: Date

INDIVIDUAL ACKNOWLEDGMENT

NOTARIAL SEAL IOWA
DAVID ROLL
Commission Number 731661
My Commission Expires
11/22/2016

STATE OF IOWA)
)
COUNTY OF **LINN**)

This instrument was acknowledged by **NANCY L KINTZLE, A SINGLE PERSON**, before me on **June 23, 2016**. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My commission expires: **11/22/2016**

Notary residing at **117 North Main Avenue, ALBURNETT, IA 52202.**

David B Roll
Notary
Identification Number **731661**

(Official Seal)

LENDER: FARMERS STATE BANK

6/23/16
(Seal)

By: **David B Roll** Date
Its: **Vice President & Ag Banking**

BUSINESS ACKNOWLEDGMENT

STATE OF IOWA)
)
COUNTY OF **LINN**)

This instrument was acknowledged on the **23rd day of June, 2016**, by **David B Roll**, **Vice President & Ag Banking** on behalf of **FARMERS STATE BANK**, a(n) **COMMERCIAL BANK**, who personally appeared before me.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: **1/31/2017**

Notary residing at **1240 Eighth Avenue, MARION, IA 52302.**

Patricia J Scheel
Notary
Identification Number **732673**

(Official Seal)

NOTARIAL SEAL IOWA
PATRICIA J. SCHEEL
Commission Number 732673
My Commission Expires
1-31-17

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Initials

EXHIBIT "A"

Amended Parcel GG, Part Of Lot 2 Of Stone's Fourth Addition Sec. 25, T88N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2006, Page 1482.

Lot One (1) of Stone's First Addtion to Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 90, and re-recorded in Book 3 Plats, Page 109, subject to easements of record, together with use of the road way from the public highway to the subdivision, and the use of the road way as traveled or marked in Lots Twenty-seven and Twenty-eight of said subdivision for ingress and egress to said Lot One (1), all in common with others rightfully using the same, subject to easements of use and record

All lake frontage running to the middle of the Maquoketa River bed with regard to the following described real estate: Lot One (1) of "Stone's First Addition to Delaware County, Iowa", a subdivision of parts of the Southeast Quarter of Northwest Quarter and Southwest Quarter of Northwest Quarter of Section 25, Township 88 North, Range 5 West of the 5th P.M., Delaware County, Iowa according to the plat thereof recorded in Plat Record 2, Page 90 in office of Recorder of Delaware County, Iowa; together with use of the roadway from the public highway to said subdivision and the use of the roadway as traveled or marked in Lots 27 and 28 of said subdivision for ingress and egress all in common with others rightfully using the same. This deed is subject to the following covenants: (1) Same is subject to the existing flood plain rights and the Grantees shall hold the Grantors harmless with regard to flooding of the property conveyed. (2) The Grantees and thier successors are restricted from changing or altering lake frontage without the written permission of the Grantors.

INITIALS