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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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This instrument was prepared by JODI NASH, NXT BANK, PO BOX 502, CENTRAL CITY, IA 52214, 319-438-6621
Return To: NXT Bank - Central City, 59 4th Street N, Central City, IA 52214

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is September 2, 2016. The parties and their addresses are:

MORTGAGOR:
DANNY R MCDOWELL
112 HANSEL ST
MANCHESTER IA 52057-1110

CHRISTINE K MCDOWELL
112 HANSEL ST
MANCHESTER IA 52057-1110

HUSBAND AND WIFE

LENDER:
NXT BANK - CENTRAL CITY
Organized and existing under the laws of Iowa
PO Box 502
Central City, IA 52214

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated OCTOBER 20, 2009 and recorded on OCTOBER 22, 2009 (Security Instrument). The Security Instrument was recorded in the records of DELAWARE County, Iowa at BOOK 2009 PAGE 3967 and covered the following described Property:

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SEE ATTACHED EXHIBIT "A" - PAGE "5"

The property is located in DELAWARE County at 1920 HWY 13, MANCHESTER, Iowa 52057.

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:

NOTICE. THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $89,850.00. 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. HOWEVER, THE PRIORITY OF A PRIOR RECORDED MORTGAGE UNDER THIS SECTION DOES NOT APPLY TO LOANS OR ADVANCES MADE AFTER RECEIPT OF NOTICE OF FORECLOSURE OR ACTION TO ENFORCE A SUBSEQUENTLY RECORDED MORTGAGE OR OTHER SUBSEQUENTLY RECORDED OR FILED LIEN.

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed $89,850.00. Any limitation of amount does not include interest.

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. 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, dated September 2, 2016, from Mortgagor to Lender, with a modified loan amount of $46,792.96 and maturing on April 23, 2017.

(b) 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. 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, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(c) 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:

Danny R McDowell
DANNY R MCDOWELL

Christine K. McDowell
CHRISTINE K MCDOWELL

LENDER:

NXT Bank - Central City

By _____
KARLA J KOEHLER, COMMUNITY PRESIDENT

_____
(Attest)

ACKNOWLEDGMENT.

State OF Iowa, County OF Linn ss.

On this 2nd day of September, 2016 before me, a Notary Public in the state of Iowa, personally appeared DANNY R MCDOWELL , and CHRISTINE K MCDOWELL , 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:

(Notary Public)

NOTARIAL SEAL IOWA
KARLA J. KOEHLER
COMMISSION NUMBER 711631
MY COMMISSION EXPIRES
7-25-19

(Lender Acknowledgment)

State OF Iowa, County OF Linn ss.

On this 2nd day of September, 2016 before me, a Notary Public, in and for said county, personally appeared KARLA J KOEHLER, to me personally known, who being by me duly sworn or affirmed did say that that person is COMMUNITY PRESIDENT of NXT Bank - Central City and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said COMMUNITY 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)

JODI NASH
Commission Number 749033
My Commission Expires
9-14-19

A parcel of land located in the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., Delaware County, Iowa, as shown on the Right of Way Plat recorded in Book W, Misc., Page 203, and described as follows: Bounded on the Southwest by a line sixty (60) feet normally distant Northeasterly from and parallel to the centerline of Primary Road No. 13; on the Northeast by the Southwesterly right of way line of the former secondary road; and on the Southeast by a line beginning at a point sixty (60) feet normally distant Northeasterly from centerline Station 34+00 as shown on project plans for Project No. P-236, thence North 28° 02' East one hundred twenty six and eight-tenths (126.8) feet to said Southwesterly right of way line, containing 0.4 acres more or less, except easements and roadways of record and in particular a twenty (20) foot wide permanent easement for the purpose of ingress and egress along the presently existing and travelled roadway running northerly from HIghway No. 13, as presently dedicated, to the commencement of the vacated portion of the Jones Road as shown in Road Record 4, Page 175, in the Delaware County Auditor's Office and in Supervisor's Minutes L, Page 322.

DRM
CM