Recorded: 8/7/2017 at 10:22:26.0 AM
Fee Amount: $22.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2017 PG: 2129

Prepared by and Return to: Community Savings Bank, by: Tammy A. Klingman, 101 East Union, P.O. Box 77, Edgewood, Iowa 52042, (563) 928-6425

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AMENDMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THESE TERMS IN WRITING 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 AMENDMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

AMENDMENT TO OPEN-END REAL ESTATEMORTGAGE

THIS AMENDMENT TO OPEN-END REAL ESTATE MORTGAGE (this "Amendment") is made effective as of this 7th day of August, 2017, by and among Lew J Goranson & Shirley Goranson, as Husband and Wife, (referred to herein as "Mortgagor") and Community Savings Bank ("Lender").

RECITALS

WHEREAS, Mortgagor previously executed that certain Open-End Real Estate Mortgage dated as of April 3, 1995, in favor of Lender with respect to certain real property described in Attached Exhibit A, hereto and incorporated herein by this reference, which Open-End Real Estate Mortgage was recorded in the records of Delaware County, Iowa, Filed on April 6, 1995 in Book: 126 Page 33, (the "Mortgage");

WHEREAS, prior to the date hereof, Lender made certain loans and other financial accommodations to Mortgagor,

WHEREAS, Mortgagor receives a direct and substantial benefit from each of the loans and financial accommodations made from time to time by Lender;

WHEREAS, Mortgagor requested Lender continue to loan or extend certain loans, as the case may be, to Mortgagor, which Lender is willing to do subject to the execution hereof.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and among Mortgagor and Lender as follows:

AGREEMENT

1. Definitions. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings ascribed to such terms in the Mortgage.

2. Extension of Mortgage: The Mortgage is hereby extended to April 3, 2035

3. Acknowledgment, Continuance and Reaffirmation of Mortgage. Mortgagor hereby acknowledges and agrees that: (a) the Mortgage is a valid and enforceable lien upon the Property; (b) the Mortgage, and each of the terms and conditions set forth therein, as amended by this Amendment, remains in full force and effect; (c) the Mortgage secures the obligations and credit described in the Mortgage, as amended by this Amendment; (d) this Mortgage, as amended by this Amendment, shall be binding on any successors and assigns of the parties hereto; and (e) this Amendment represents the final agreement between the parties hereto as the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto and there are no unwritten oral agreements between the parties hereto.

4. Reaffirmation. Mortgagor hereby expressly reaffirms each of the representations, warranties and covenants set forth in the Mortgage, as amended by this Amendment.

5. Governing Law. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Iowa applicable to agreements made and wholly performed within such state.

6. Incorporation of Recitals. The Recitals to this Amendment are true, correct and incorporated herein by reference.

7. Counterpart Signatures. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment to Open-End Real Estate Mortgage as of this___ day of August, 2017.

MORTGAGOR:

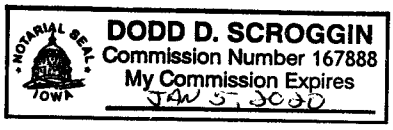
By: (X) Lew Goranson
Lew J Goranson

By: Shirley Goranson
Shirley Goranson

STATE OF IOWA

COUNTY OF DELAWARE

On this 7th day of August, 2017, before me, the undersigned, a Notary Public, personally appeared Lew J Goranson and Shirley Goranson to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Notary Public in and for the State of Iowa

Exhibit A

The South One-Half (S 1/2) of the Southeast Quarter (SE ¼) of Section Thirty-Two (32), Township Ninety (90) North, Range Four (4), West of the 5th P.M.