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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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This instrument was prepared by Christy Osterhaus, Fidelity Bank & Trust, Po Box 277, Dyersville, IA 52040-0277, 563-875-7157

Return To: Shar Boeckenstedt, Fidelity Bank & Trust, 208 2nd Street SE, Dyersville, IA 52040-0277

# MODIFICATION OF MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is October 27, 2017. The parties and their addresses are:

**MORTGAGOR:**
**DAVID L HALWEG**
Spouse of LYNN M HALWEG
AS HUSBAND AND WIFE
1639 300TH AVE
DYERSVILLE, IA 52040-8736

**LYNN M HALWEG**
Spouse of DAVID L HALWEG
AS WIFE AND HUSBAND
1639 300TH AVE
DYERSVILLE, IA 52040-8736

**LENDER:**
**FIDELITY BANK & TRUST**
Organized and existing under the laws of Iowa
4250 ASBURY RD
DUBUQUE, IA 52002

*The legal description is located on page 2 of this document.*

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated May 14, 2004 and recorded on June 1, 2004 (Security Instrument). The Security Instrument was recorded in the records of Delaware County, Iowa at Book 2004, Page 1938 and covered the following described Property:

That part of the Southeast 1/4 of the Northeast 1/4 of Section 5, T89N, R3W of the 5th P.M., described as commencing at a point 26 rods South of the NE corner of said SE 1/4 of the NE 1/4, and running thence West 127 1/2 feet, thence South 102 feet, thence East 127 1/2 feet, thence North 102 feet to the point of beginning

The property is located in Delaware County at 1639 300TH AVE, DYERSVILLE, Iowa 52040-8736.

**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:

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

**(1)** Secured Debts and Future Advances. 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, No. 117034333, dated October 27, 2017, from Mortgagor to Lender, with a maximum credit limit of $20,000.00 and maturing on October 26, 2027.

**(b)** Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

**(c)** 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 Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

**(d)** 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:**

DAVID L HALWEG

LYNN M HALWEG

**LENDER:**

Fidelity Bank & Trust

By Shar S. Boeckenstedt, Vice President


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**ACKNOWLEDGMENT.**

STATE OF IOWA, COUNTY OF DUBUQUE ss.

On this 27th day of October 2017 before me, a Notary Public in the state of Iowa, personally appeared DAVID L HALWEG , spouse of LYNN M HALWEG, AS HUSBAND AND WIFE, and LYNN M HALWEG , spouse of DAVID L HALWEG, AS WIFE AND HUSBAND, 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.

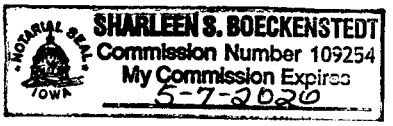
My commission expires:

May 7, 2020

Sharleen S. Boeckenstedt

(Notary Public)

Sharleen S. Boeckenstedt



**(Lender Acknowledgment)**

STATE OF IOWA, COUNTY OF DUBUQUE ss.

On this 27th day of October 2017 before me, a Notary Public, in and for said county, personally appeared Shar S. Boeckenstedt, to me personally known, who being by me duly sworn or affirmed did say that that person is Vice President of Fidelity Bank & Trust and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said Vice 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)

JILL CAHILL
Commission Number 765776
My Commission Expires
2/18/2020