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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Env. Clayton County Recorder P.O. Box 10 Elkader, IA 52043-0010

LOAN ORIGINATOR NAME: Loras J. Boeckenstedt
NMLS COMPANY IDENTIFIER: 543887
NMLS ORIGINATOR IDENTIFIER: 554289

Prepared By: **Karen Kluesner, Citizens State Bank, P.O Box 50, New Vienna, IA 52065 PH. 563-921-2455**
Return to: **Citizens State Bank, PO Box 50, New Vienna, IA 52065**

MODIFICATION AGREEMENT- DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this **13th day of December, 2017** between **Dennis J Salow and Vicky S Salow, Husband & Wife,** whose address is **39826**, Skip Level Rd., Colesburg Iowa 52065 ("Grantors"), and Citizens State Bank whose address is P.O. Box 50, New Vienna, Iowa 52065-0050 ("Grantee/Lender").

Citizens State Bank and Grantor entered into a Deed of Trust dated March 1, 2011 and recorded on March 2, 2011 (Clayton County) March 14, 2011 (Delaware County), in the records of the County of Clayton & Delaware, State of Iowa("Deed of Trust") and indexed as Clayton County 2011R00661 & Delaware County Book 2011 Page 918. The Deed of Trust covers the following described real property:

Address:39826 Skip Level Rd, Colesburg, Ia 52035

Legal Description: Lot One (1) in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE ¼) of Section Thirty-three (33), Township Ninety-one (91) North, Range Three (3), West of the 5th P.M., Clayton County, Iowa, according to the Plat recorded in Book 13, Plats, Page 50.

Parcel A of the Plat of Survey of part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Four (4), Township Ninety (90) North, Range Three (3), West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 180.

2000-1840 2003-2815 2005-928

The West fifty three (53) acres of the Northwest fractional Quarter (NWfr1/4) of Section Three (3), Township Ninety (90) North, Range Three (3), West of the 5th P.M., except that part described as beginning at the Southwest corner of said Northwest fractional Quarter (NWfr1/4), thence North along the quarter line three hundred twenty (320) feet, thence in a Southeasterly direction four hundred forty six (446) feet, thence in a Southeasterly direction to a point on the quarter line five hundred sixteen (516) feet East of the point of beginning, thence West to the point of beginning.

129-233 1999-2037 1999-2038 2000-1462

Parcel B, Parcel C, the North thirty (30) feet of Parcel D, Parcel E, except the South One Hundred Twenty-three (123) feet of the West Fifty-four (54) feet thereof, and a parcel described as: commencing at the East ¼ corner of Section 4, T90N, R3W of the 5th P.M., thence N01°-47'-50" E 354.00 feet along the east line of the NE ¼ of Section 4 to the Point of Beginning, thence South along the east line of the NE ¼ 30.00 feet, thence S89°-47'-18" W 357.00 feet, thence N01°-47'-50" E 30.00 feet, thence N89°-47'-18"E 357.00 feet to the Point of Beginning, all in Section 4, Township 90 North, Range 3 West of the 5th P.M., Delaware County, Iowa as recorded in Book 1999 Plats, Page 1949. Consumates contract in Book 1999, Page 3840.

The East one-half (E ½) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE ¼) of Section Four (4), Township Ninety (90) North, Range Three (3), West of the 5th P.M., except Parcel A of Part of the Northeast Quarter of the Northeast Quarter (NE ¼-NE ¼) of Section 4, Township 90 North, Range 3 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 180.

Parcel F, Part of the SE ¼ - NE ¼, Section 4, Township 90 North, Range 3, West of the 5th P.M., Delaware County, Iowa according to plat recorded in Book 2003, Page 2289.

Lot One (1) in the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) and Lot One (1) in the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Twenty-Six (26), Township Ninety-one (91) North, Range Three (3), West of the 5th P.M., in Clayton County, Iowa; according to the Plat recorded in Book 33, Plats, Page 105.

It is the express intent of the Grantor and Grantee/Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Grantee/Lender hereby agree to modify the Deed of Trust as follows: Extending Maturity Date of this Deed of Trust until December 13, 2047

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

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

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Grantee/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 THE AGREEMENT MAY BE CHANGED ONLY BY ANOTHER WRITTEN AGREEMENT.

By signing below, Grantor and Grantee/Lender acknowledge that they have read all the provisions contained in this agreement, and that they accept and agree to its terms.

Dennis J Salow 12-13-17

Dennis J Salow Date
Individually

Vicky S Salow 12-13-17

Vicky S Salow Date
Individually

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF IOWA)
)
COUNTY OF Dubuque)

This instrument was acknowledged by Dennis J Salow and Vicky S Salow before me on December 13, 2017. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My Commission expires:

Allan L. Boge

Allan L. Boge
NOTARY
Identification Number:

NOTARIAL SEAL IOWA
ALLAN L BOGE
Commission Number 784140
My Commission Expires
5-16-20