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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

LOAN ORIGINATOR NAME: Richard Edward McMahon
NMLS COMPANY IDENTIFIER: 543887
NMLS ORIGINATOR IDENTIFIER: 554292

Prepared By: **Lori Conrad, Citizens State Bank, PO Box 10, Winthrop IA 50682 PH. 319-935-3364**
Return to: **Citizens State Bank, PO Box 10, Winthrop IA 50682**

MODIFICATION AGREEMENT- MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this **12th day of March, 2018** between **Terrence M Ryan and Lynne A Ryan,** whose address is **3311 200th Avenue**, Coggon, IA 52218 ("Grantors"), and Citizens State Bank whose address is PO Box 10, Winthrop, IA 50682 ("Grantee/Lender").

Citizens State Bank and Grantor entered into a Mortgage dated October 1, 1997 by Citizens State Bank,f/k/a Peoples State Bank and recorded on December 10, 1997 in the records of the County of Delaware, State of Iowa("Mortgage") and indexed as Book 137 Page 116. The Mortgage covers the following described real property:

Address:3311 200th Avenue, Coggon IA 52218

Legal Description: The South 120 acres of the Northeast 1/4 of Section 9, Township 87 North, Range 6 West of the 5th P.M. except Lot 1 in the Southwest 1/4 of the Northeast 1/4 of Section 9, Township 87 North, Range 6 West of the 5th P.M., Delaware County, Iowa containing 1.48 acres subject to county road easements and all other easements of record; and the West 335 feet of the South 1/2 of the Northwest 1/4 of Section 35, Township 87 North, Range 5 , West of the 5th P.M., Delaware County

It is the express intent of the Grantor and Grantee/Lender to modify the terms and provisions set forth in the Mortgage. Grantor and Grantee/Lender hereby agree to modify the Mortgage as follows:Extending the Maturity Date of this Mortgage until October 1, 2038

Grantor and Grantee/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 herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Mortgage 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 Mortgage.

Grantee/Lender's consent to this Agreement does not waive Grantee/Lender's right to require strict performance of the Mortgage 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 Mortgage 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.

TR

Terry Ryan 3-12-18
Date

Individually

Lynne Ryan 3-12-18
Date

Individually

Date

Individually

Date

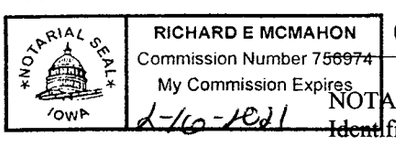
Individually

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF IOWA)
)
COUNTY OF Delaware)

This instrument was acknowledge by Terrence M Ryan and Lynne A Ryan before me on March 12, 2018. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My Commission expires:



NOTARY
Identification Number:

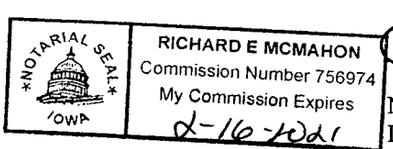
Notary residing in Delaware County.

BUSINESS ACKNOWLEDGEMENT

STATE OF IOWA)
)
COUNTY OF Delaware)

This instrument was acknowledged on the 12th day of March, 2018 by _____, on behalf of Citizens State Bank, who personally appeared Terrence M Ryan and Lynne A Ryan before me. In witness whereof, I hereunto set my hand and, if applicable, my official seal

My Commission expires:



NOTARY
Identification Number:

Notary residing in Delaware County.

TR