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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

LOAN ORIGINATOR NAME: Richard Edwards 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- DEED OF TRUST

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 Ave**, Coggon, Iowa 52218 ("Grantors"), and Citizens State Bank whose address is 204 Main St, Ryan, Iowa 52330 ("Grantee/Lender").

Citizens State Bank and Grantor entered into a Deed of Trust dated March 24, 1999 by Citizens State Bank f/k/a Peoples State Bank and recorded on April 12, 1999 in the records of the County of Delaware, State of Iowa("Deed of Trust") and indexed as Book 1999 Page 1268. The Deed of Trust covers the following described real property:

Address: 3311 200th Ave, Coggon IA 52218

Legal Description: The South one-half (S1/2) of the Northwest Quarter (NW1/4) of Section Thirty Five (35), Township Eighty Seven (87) North, Range Five (5), West of the Fifth P.M., Delaware County, Iowa.

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 March 24, 2038

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.**

Individually — Date

Terrence Ryan 3-12-18

Individually — Date

Individually — Date

Lynne Ryan 3-12-18

Individually — Date

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: 2-16 2021

NOTARY
Identification Number:

Notary residing in Delaware County.

RICHARD E MCMAHON
Commission Number 756974
My Commission Expires
2-16-2021

BUSINESS ACKNOWLEDGEMENT

STATE OF IOWA )
)
COUNTY OF Delaware )

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

My Commission expires: 2-16-2021

NOTARY
Identification Number:

Notary residing in _____ County.

RICHARD E MCMAHON
Commission Number 756974
My Commission Expires
2-16-2021



TR