Recorded: 5/22/2018 at 1:16:02.0 PM
Fee Amount: $12.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2018 PG: 1382

(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: **403565**
NMLS ORIGINATOR IDENTIFIER: **490500**

THIS INSTRUMENT PREPARED BY: **Katie Brinkman for Farmers State Bank**, whose address is **1240 8th Avenue, MARION**, Iowa **52302**, and whose telephone number is **(319)377-4891**

WHEN RECORDED RETURN TO: **FARMERS STATE BANK**, whose address is **1240 8TH AVENUE, PO BOX 569, Marion**, Iowa **52302**

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this **22nd day of May, 2018**, between **DALE D CRIPPEN**, whose address is **313 W MARION ST, MANCHESTER**, Iowa **52057 0000**, and **GRACE M CRIPPEN, Husband and Wife**, whose address is **313 W MARION ST, MANCHESTER**, Iowa **52057 0000** (" Mortgagor"), and **FARMERS STATE BANK** whose address is **1240 8TH AVENUE, PO BOX 569, Marion**, Iowa **52302** ("Lender").

FARMERS STATE BANK and Mortgagor entered into a Mortgage dated **May 17, 2013** and recorded on **May 22, 2013**, in Book **2013**, Page **1707**, records of **County** of **Delaware**, State of Iowa ("Mortgage"). The Mortgage covers the following described real property:

Address: **313 W MARION ST, MANCHESTER**, Iowa **52057-0000**
Legal Description: **Lot Six Hundred Thirty Nine (639), Manchester, Iowa, according to plat recorded in Book I L.D., Page 284.**

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- **The Maturity date of the Mortgage is extended to May 25, 2023..**

Mortgagor and 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 as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions 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.

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

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to 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. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

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By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Dale D Crippen 5/22/18 (Seal)
DALE D CRIPPEN Date

Grace Crippen 5-22-18 (Seal)
GRACE M CRIPPEN Date

Witnessed by:

(Seal) (Seal)
Name: Date Name: Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA)
)
COUNTY OF **LINN**)

This instrument was acknowledged by **DALE D CRIPPEN**, and **GRACE M CRIPPEN**, **Husband and Wife**, before me on **May 22, 2018**. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My commission expires: **12/15/2020**

Sherry A Boland

Sherry A Boland
Notary
LINN County, **IA**
Identification Number **225953**

Notary residing at **1240 Eighth Avenue, MARION, IA 52302**, in

County.

(Official Seal)

NOTARIAL SEAL IOWA
SHERRY A. BOLAND
Commission Number 225953
My Commission Expires
12-15-20

LENDER: FARMERS STATE BANK

Sherry A Boland 5.22.18
(Seal)
By: **Sherry Boland** Date
Its: **Personal Banker III**

BUSINESS ACKNOWLEDGMENT

STATE OF IOWA)
)
COUNTY OF **LINN**)

This instrument was acknowledged on the **22nd day of May, 2018**, by **Sherry Boland**, **Personal Banker III** on behalf of **FARMERS STATE BANK**, a(n) **COMMERCIAL BANK**, who personally appeared before me.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: **03/08/2021**

Kathleen A. Brinkman

Kathleen A Brinkman
Notary
LINN County, **IA**
Identification Number **772042**

Notary residing at **1240 8th Avenue, MARION, IA 52302**, in

County.

(Official Seal)

NOTARIAL SEAL IOWA
KATHLEEN A. BRINKMAN
Commission Number 772042
My Commission Expires
3-8-2021

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Initials