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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

LOAN ORIGINATOR NAME: Nels Christian Petersen
NMLS COMPANY IDENTIFIER: 543887
NMLS ORIGINATOR IDENTIFIER: 554301

Prepared By: Mary Jo Eike, Citizens State Bank, PO Box 10, Hopkinton, IA 52237 PH. 563-926-2250
Return to: Citizens State Bank, PO Box 10, Hopkinton, IA 52237

MODIFICATION AGREEMENT- DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 13th day of August, 2019 between Kevin R Funke and Gayle T Funke, whose address is 3171 285th Ave, Hopkinton, IA 52237 ("Grantors"), and Citizens State Bank whose address is 103 1st St SW, Hopkinton, IA 52237 ("Grantee/Lender").

Citizens State Bank and Grantor entered into a Deed of Trust dated October 17, 1996 and recorded on October 22, 1996 in the records of the County of Delaware, State of Iowa("Deed of Trust") and indexed as Book 132 Page 52. The Deed of Trust covers the following described real property:

Address:3171 285th Ave, Hopkinton IA 52237

Legal Description: AMENDED PLAT - PARCEL F Part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), Section Nineteen (19), Township Eighty-Seven North (87N), Range Three West (R3W) of the Fifth Principal Meridian Delaware County, Iowa; containing a total of 2.48 acres including 0.20 acres of public road right of way, subject to easements of record and more particularly described by metes and bounds as follows:
Beginning at the Southeast (SE) Corner of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), Section Nineteen (19), Township Eighty-Seven North (T87N), Range Three West (R3W) of the Fifth Principal Meridian Delaware County, Iowa; thence North 88 degrees -54' -40" West 464.10 feet along the South line of said Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4); thence North 20 degrees -19' -58" East 274.76 feet; thence South 88 degrees 54' 40" East 368.61 feet to the East line of said Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4); thence South 00 degrees -00' -00" East 259.45 feet along said East line to the POINT BEGINNING; Said described parcel containing 2.48 acres total including 0.20 acres of public road right of way and subject to easements of record.
The East line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), Section Nineteen (19), Township Eighty-Seven North (T87N), Range Three West (R3W) of the Fifth Principal Meridian Delaware County, Iowa; is assumed to bear South 00 degrees -00' -00" East.

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 August 13th, 2039

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.

X Kevin R Funke 8/13/19
Kevin R Funke Date
Individually

X Gayle T Funke 8-13-19
Gayle T Funke Date
Individually

X_____
Date
Individually

X_____
Date
Individually

Citizens State Bank

X_____
Officer

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF IOWA)
)
COUNTY OF Delaware)

This instrument was acknowledged before me by Kevin R Funke and Gayle T Funke on August 13th, 2019. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My Commission expires: 02/11/2020

NOTARIAL SEAL IOWA
KRISTIN L. HUCKER
Commission Number 732940
My Commission Expires
2-11-2020

X Kristin L Hucker
Notary

BUSINESS ACKNOWLEDGEMENT

BUSINESS ACKNOWLEDGEMENT

STATE OF IOWA)
)
COUNTY OF Delaware)

This instrument was acknowledged before me by Kristin L. Hucker on the 13th day of August, 2019 on behalf of Citizens State Bank. In witness whereof, I hereunto set my hand and, if applicable, my official seal

My Commission expires: 02/11/2020

NOTARIAL SEAL IOWA
KRISTIN L. HUCKER
Commission Number 732940
My Commission Expires
2-11-2020

X Kristin L Hucker
Notary