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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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This instrument was prepared by CHRISTY OSTERHAUS, 208 2ND ST SE, DYERSVILLE, IA 52040,
Return To: Fidelity Bank & Trust, 208 2nd St SE
PO Box 277, Dyersville, IA 52040

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is October 14, 2019. The parties and their addresses are:

MORTGAGOR:
BRENT D. HINERICHSEN
SPOUSE OF JOAN M. HINERICHSEN, HUSBAND AND WIFE
726 7TH ST SW
DYERSVILLE, IA 52040-1524

JOAN M. HINERICHSEN
SPOUSE OF BRENT D. HINERICHSEN, HUSBAND AND WIFE
726 7TH ST SW
DYERSVILLE, IA 52040-1524

LENDER:
FIDELITY BANK & TRUST
Organized and existing under the laws of Iowa
208 2nd Street SE
PO Box 277
Dyersville, IA 52040

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated JANUARY 2, 2019 and recorded on JANUARY 4, 2019 (Security Instrument). The Security Instrument was recorded in the records of DELAWARE County, Iowa at BOOK 2019, PAGE 32 DELAWARE COUNTY and covered the following described Property:

LOT FORTY (40) OF WESTRIDGE ESTATES 9TH ADDITION, IN THE CITY OF DYERSVILLE, DELAWARE COUNTY, IOWA, ACCORDING TO THE PLAT RECORDED IN BOOK 2013, PAGE 2395.

The property is located in DELAWARE County at 726 7TH ST. SW, DYERSVILLE, Iowa 52040.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

NOTICE. THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $100,000.00. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS. HOWEVER, THE PRIORITY OF A PRIOR RECORDED MORTGAGE UNDER THIS SECTION DOES NOT APPLY TO LOANS OR ADVANCES MADE AFTER RECEIPT OF NOTICE OF FORECLOSURE OR ACTION TO ENFORCE A SUBSEQUENTLY RECORDED MORTGAGE OR OTHER SUBSEQUENTLY RECORDED OR FILED LIEN.

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed $100,000.00. Any limitation of amount does not include interest.

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 119000140, dated January 2, 2019, from Mortgagor to Lender, with a modified maximum credit limit of $100,000.00 and maturing on January 26, 2029.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

BRENT D. HINERICHSEN

JOAN M. HINERICHSEN

LENDER:

Fidelity Bank & Trust

By _____
Sharleen S Boeckenstedt, Vice President - Retail Loans

ACKNOWLEDGMENT.

STATE OF IOWA, COUNTY OF DUBUQUE ss.

On this 14th day of October 2019 before me, a Notary Public in the State of Iowa, personally appeared BRENT D. HINERICHSEN , SPOUSE OF JOAN M. HINERICHSEN, HUSBAND AND WIFE, and JOAN M. HINERICHSEN , SPOUSE OF BRENT D. HINERICHSEN, HUSBAND AND WIFE, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

My commission expires: 5/7/2020

NOTARIAL SEAL IOWA

SHARLEEN S. BOECKENSTEDT
Commission Number 109254
My Commission Expires
5/7/2020

Sharleen S Boeckenstedt
(Notary Public)

(Lender Acknowledgment)

STATE OF IOWA, COUNTY OF DUBUQUE ss.

On this 14th day of October 2019 before me, a Notary Public, in and for said county, personally appeared Sharleen S Boeckenstedt, to me personally known, who being by me duly sworn or affirmed did say that that person is Vice President - Retail Loans of Fidelity Bank & Trust and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said Vice President - Retail Loans acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

My commission expires:

Mikaela K Boss
(Notary Public)

