Recorded: 1/7/2020 at 8:09:55.0 AM
County Recording Fee: $12.00
Iowa E-Filing Fee: $3.00
Combined Fee: $15.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2020 PG: 47

Document Prepared by: Mary Lou Blanchard, 1240 8th Avenue, PO Box 569, Marion, IA 52302-3504, 319-377-4891
Return to: Farmers State Bank, 1240 8th Avenue, Marion, IA 52302-3504

Farmers State Bank
1240 8th Avenue
Marion, IA 52302-3504 (Lender)

MODIFICATION OF NOTE and MORTGAGE

BORROWER:	MORTGAGOR:
Christopher D Imler	Christopher D Imler
ADDRESS:	ADDRESS:
941 N Franklin St	941 N Franklin St
Manchester, IA 52057	Manchester, IA 52057

Address of Real Property: Lot #10 Fawn Trail Sub (185th St)

Loan # 1409431231st

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 31st day of **December, 2019**, is executed by and between Lender and the parties identified above.

A. On June 7, 2019, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of Two hundred thousand and 00/100 **($200,000.00)**, which Note was secured by a mortgage ("Mortgage") dated **June 7, 2019** executed by Grantor/Mortgagor ("Mortgagor") for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded on June 18, 2019, as Instrument No. , or in Volume **2019** at Page **1531** of the records of the Recorder of **Delaware** County, Iowa. The Note and Mortgage and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. The parties have agreed to modify the interest rate and extend the maturity date of the Note, and it is necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:

1. The interest rate will change from 4.75% to **5.25 %** beginning **January 1. 2020**.
2. The maturity date of the Note is extended to **June 1, 2020**, at which time all outstanding sums due to Lender under the Note shall be paid in full.
3. The parties acknowledge and agree that, as of **December 31, 2019**, the unpaid principal balance due under the Note was **$154,523.41**, and the accrued and unpaid interest due to **December 31, 2019** in the amount of **$596.66.**
4. The Mortgage is further modified as follows:
   The new interest rate will be effective January 1, 2020 and the maturity date will be June 1, 2020. All other terms and conditions remain the same.
5. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified.
6. Mortgagor agrees to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

Schedule A

Legal Description: Lot Ten (10) of Fawn Trail being a subdivision of Parcel "C" in Section 17 and Parcel "G" in Section 18; all in Township 89 North, Range 5 West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2005, Page 1694

LENDER: **Farmers State Bank**

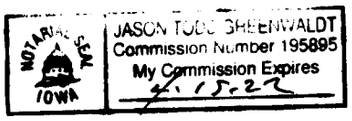
By: _____
Tammy Yamilkoski, Vice President

MORTGAGOR: _____
Christopher D Imler

MORTGAGOR: _____

STATE OF IOWA)
) SS:
COUNTY OF LINN)

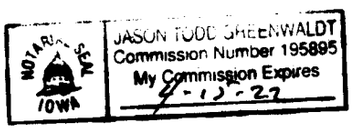
On this 31st day of December, **2019**, before me, the undersigned, a Notary Public in and for said county and state, personally appeared **Christopher D Imler**, to me personally known to be the identical person(s) named in and who executed the within and foregoing instrument, and acknowledged that he/she/they executed ~~the~~ same as his/her/their voluntary ~~act and~~ deed.



Notary Public in and for said County and State.

STATE OF IOWA)
) SS:
COUNTY OF LINN)

On this 31st day of December **2019**, before me, the undersigned, a Notary Public in and for said county and state, personally appeared **Tammy Yamilkoski**, to me personally known, who being by me duly sworn, did say that they/he/she is the **Vice President** respectively, of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of it's Board of Directors; and that the said **Tammy Yamilkoski** as such officer(s) acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.



Notary Public in and for said County and State.