2nd Fidelity Bank Worthington

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Document 2020 494 Type 04 008 Pages 5
Date 2/24/2020 Time 10:33:57AM
Rec Amt $27.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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This instrument was prepared by Heather Bissell, PO BOX 277, 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 11, 2019. The parties and their addresses are:

MORTGAGOR:
ALLAN L DIGMANN
Spouse of CARMEN R KLUESNER-DIGMANN, HUSBAND AND WIFE
3360 272ND ST
WORTHINGTON IA 52078-8513

CARMEN R KLUESNER-DIGMANN
Spouse of ALLAN L DIGMANN, HUSBAND AND WIFE
3360 272ND ST
WORTHINGTON IA 52078-8513

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 August 12, 2019 and recorded on August 19, 2019 (Security Instrument). The Security Instrument was

recorded in the records of DELAWARE County, Iowa at Book 2019 Page 2526 and covered the following described Property: A parcel in the SW 1/4 of the NE 1/4 of Section 36, Township 88 North, Range 3 West, described as follows:

COMMENCING AT THE NOTHWEST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 36, THENCE EAST ALONG THE 1/4, 1/4 SECTION LINE 482.0 FEET TO THE POINT OF BEGINNING, THENCE EAST 400.0 FEET THENCE SOUTH ALONG AN EXISTING FENCE LINE 1059.0 FEET TO THE FORMER RIGHT OF WAY LINE OF THE C.M. ST. P & P RAILROAD, THENCE SOUTH 41° 18' 50" WEST ALONG SAID RIGHT OF WAY LINE 394.0 FEET TO THE SOUTH LINE OF THE SW 1/4 OF THE NE 1/4 THENCE WEST ALONG SAID LINE 532.5 FEET, THENCE NORTH 41° 18' 50" EAST 594.80 FEET, THENCE NORTH 908.20 FEET TO THE POINT OF BEGINNING

The property is located in DELAWARE County at 3360 272ND ST, WORTHINGTON, Iowa 52078.

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 $35,000.00. 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 $35,000.00. 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. 618008490, dated August 12, 2019, from Mortgagor to Lender, with a modified maximum credit limit of $35,000.00 and maturing on October 17, 2028.

(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:

ALLAN L DIGMANN

CARMEN R KLUESNER-DIGMANN

LENDER:

Fidelity Bank & Trust

By _____
Sharleen S Boeckenstedt, Vice President - Retail Loans

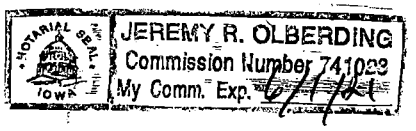
ACKNOWLEDGMENT.

STATE OF IOWA, COUNTY OF DUBUQUE ss.

On this 11th day of October 2019 before me, a Notary Public in the state of Iowa, personally appeared ALLAN L DIGMANN , spouse of CARMEN R KLUESNER-DIGMANN, HUSBAND AND WIFE, and CARMEN R KLUESNER-DIGMANN , spouse of ALLAN L DIGMANN, 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: 6/1/21

(Notary Public)



(Lender Acknowledgment)

STATE OF IOWA, COUNTY OF DUBUQUE ss.

On this 11th 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: 6/1/21

(Notary Public)

