**Recorded: 5/20/2020 at 10:21:05.0 AM**
**County Recording Fee: $17.00**
**Iowa E-Filing Fee: $3.00**
**Combined Fee: $20.00**
**Revenue Tax:**
**Delaware County, Iowa**
**Daneen Schindler RECORDER**
**BK: 2020 PG: 1557**

**FOR RECORDER'S USE ONLY**

**Prepared By: KAITLAN LARSON, MidWestOne Bank, 301 1st Ave. E, Dyersville, IA 52040-1204, (563) 875-2491**

**ADDRESS TAX STATEMENT:**
**KEVIN J HARGRAFEN and SHELLY M HARGRAFEN, 2535 310TH AVE, HOPKINTON, IA 52237-7734**

ORIGINAL

**RECORDATION REQUESTED BY:**
**MidWestOne Bank, Dyersville, 301 1st Ave. E, Dyersville, IA 52040-1204**

**WHEN RECORDED MAIL TO:**
**MidWestOne Bank, Dyersville, 301 1st Ave. E, Dyersville, IA 52040-1204**

# MODIFICATION OF MORTGAGE

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 1 of this Modification. The legal description can be found on page 1 of this Modification. The related document or instrument number can be found on page 1 of this Modification.

**THIS MODIFICATION OF MORTGAGE dated May 18, 2020, is made and executed between KEVIN J HARGRAFEN and SHELLY M HARGRAFEN, HUSBAND AND WIFE (referred to below as "Grantor") and MidWestOne Bank, whose address is 301 1st Ave. E, Dyersville, IA 52040-1204 (referred to below as "Lender").**

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 25, 2009 (the "Mortgage") which has been recorded in DELAWARE County, State of Iowa, as follows:

**THIS MORTGAGE WAS FILED FOR RECORD ON JUNE 26, 2009, IN BOOK 2009 PAGE 2517 IN THE OFFICE OF THE DELAWARE COUNTY RECORDER.**

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in DELAWARE County, State of Iowa:

PARCEL 'A' IN THE NE 1/4 OF SECTION 15, TOWNSHIP 88 NORTH, RANGE 3 WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA ACCORDING TO AMENDED PLAT RECORDED IN BOOK 2001, PAGE 1954

The Real Property or its address is commonly known as 2423 320TH AVE, WORTHINGTON, IA 52078. The Real Property tax identification number is 210150001600.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

**IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS HEREIN SET FORTH, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE THAT THE LAST TWO SENTENCES OF THE SECTION TITLED "MORTGAGE" SHALL BE AMENDED AND RESTATED TO READ AS FOLLOWS:**

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $268,850.00. 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.**

ALL THE OTHER TERMS AND CONDITIONS OF SAID MORTGAGE AS RECORDED TO REMAIN IN FULL FORCE AND EFFECT.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in

accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 18, 2020.**

**GRANTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.**

**GRANTOR:**

X _____
**KEVIN J HARGRAFEN**

X _____
**SHELLY M HARGRAFEN**

**LENDER:**

**MIDWESTONE BANK**

X _____
**Patrick D. Hogrefe, Regional President**

## NOTICE OF WAIVER OF HOMESTEAD EXEMPTION

**GRANTOR UNDERSTANDS THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE, AND THAT BY SIGNING THIS MODIFICATION, GRANTOR VOLUNTARILY GIVES UP GRANTOR'S RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MODIFICATION. DATED MAY 18, 2020.**

**GRANTOR:**

X _____
**KEVIN J HARGRAFEN**

X _____
**SHELLY M HARGRAFEN**

## INDIVIDUAL ACKNOWLEDGMENT

**STATE OF** Iowa )
) **SS**
**COUNTY OF** Dubuque )

PAT HOGREFE
Commission Number 726573
My Comm. Exp 1-26-2022

This record was acknowledged before me on May 18, 2020 by **KEVIN J HARGRAFEN and SHELLY M HARGRAFEN.**

**Notary Public in and for the State of** Iowa
**My commission expires** 1-26-2022

## LENDER ACKNOWLEDGMENT

**STATE OF** Iowa )
) **SS**
**COUNTY OF** Dubuque )

This record was acknowledged before me on May 18, 2020 by **Patrick D. Hogrefe** as **Regional President** of **MidWestOne Bank.**

JOYCE WESSELS
Commission Number 122940
My Commission Expires 05/12/21

**Notary Public in and for the State of** IA
**My commission expires** 05/12/21

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