Recorded: 10/23/2020 at 3:40:43.0 PM
County Recording Fee: $27.00
Iowa E-Filing Fee: $3.00
Combined Fee: $30.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2020 PG: 3769

FOR RECORDER'S USE ONLY

Prepared By: BECKY TOPPING, DUBUQUE BANK AND TRUST COMPANY, 309 1ST ST SE, FARLEY, IA 52046-9583, (563) 744-3354

RECORDATION REQUESTED BY:
DUBUQUE BANK AND TRUST COMPANY, FARLEY BRANCH, 309 1ST ST SE, FARLEY, IA 52046-9583

WHEN RECORDED MAIL TO:
DUBUQUE BANK AND TRUST COMPANY, FARLEY BRANCH, 309 1ST ST SE, FARLEY, IA 52046-9583

MODIFICATION OF MORTGAGE

0740

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 2 of this Modification. The legal description can be found on page 2 of this Modification. The parcel identification number can be found on page 2 of this Modification. The related document or instrument number can be found on page 2 of this Modification.

THIS MODIFICATION OF MORTGAGE dated October 19, 2020, is made and executed between STEPHEN D PARIS, whose address is 1529 110TH ST, STRAWBERRY POINT, IA 52076 and ANDREA L PARIS, whose address is 1529 110TH ST, STRAWBERRY POINT, IA 52076; HUSBAND AND WIFE AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON (referred to below as "Grantor") and DUBUQUE BANK AND TRUST COMPANY, whose address is 309 1ST ST SE, FARLEY, IA 52046-9583 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 22, 2011 (the "Mortgage") which has been recorded in DELAWARE County, State of Iowa, as follows:

RECORDED ON 06/22/2011 IN DELAWARE COUNTY, IOWA AS DOCUMENT #2011 2010, BOOK 2011 PAGE 2010.

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

THE S1/2 OF THE NW1/4 OF SECTION 12, TOWNSHIP 90 NORTH, RANGE 6 WEST OF THE 5TH PRINCIPAL MERIDIAN, EXCEPT A STRIP OF LAND ACROSS THE NW CORNER OF SAID TRACT, 16 FEET DIAGONALLY ACROSS SAID CORNER, AND ALSO EXCEPT PARCEL "D" BEING PART OF THE SE 1/4 OF THE NW 1/4 OF SECTION 12, TOWNSHIP 90 NORTH, RANGE 6 WEST OF THE 5TH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA, ACCORDING TO THE AMENDED PLAT RECORDED IN BOOK 2006, PAGE 979

The Real Property or its address is commonly known as 1136 155TH AVE, STRAWBERRY POINT, IA 52076. The Real Property tax identification number is 090120000300. The Real Property parcel identification number is 090120000300.

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

LENDER AND GRANTOR AGREE TO AMEND THE NOTICE PARAGRAPH AS FOLLOWS:

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $450,000.00. 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.

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 OCTOBER 19, 2020.

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

GRANTOR:

X _____
STEPHEN D PARIS

X _____
ANDREA L PARIS

LENDER:

DUBUQUE BANK AND TRUST COMPANY

X _____
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Clayton)

This record was acknowledged before me on October 22, 2020 by **STEPHEN D PARIS.**

Parker A. Hunt

PARKER A HUNT
Commission Number 782434
My Commission Expires
June 16, 2023

Notary Public in and for the State of IA

My commission expires 06-16-2023

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Clayton)

This record was acknowledged before me on October 22, 2020 by **ANDREA L PARIS.**

Parker A Hunt

PARKER A HUNT
Commission Number 782434
My Commission Expires
June 16, 2023

Notary Public in and for the State of IA

My commission expires 06-16-2023

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Dubuque)

This record was acknowledged before me on 10 - 22, 2020 by Parker Hunt as Ag Banker of DUBUQUE BANK AND TRUST COMPANY.

Bobby Jo Larson
Notary Public in and for the State of Iowa
My commission expires 3-15-2022

BOBBY JO LARSON
Commission Number 777465
My Commission Expires
March 15, 2022

LaserPro, Ver. 20.2.0.043 Copr. Finastra USA Corporation 1997, 2020. All Rights Reserved. - IA
C:\LaserPro\CFI\LPL\G201.FC TR-150059 PR-6