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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

LOAN ORIGINATOR NAME: Allan L Boge
NMLS COMPANY IDENTIFIER: 543887
NMLS ORIGINATOR IDENTIFIER: 1106379

Prepared By: Ruth Bockenstedt, Citizens State Bank, PO Box 50, New Vienna, Ia 52065 PH. 563-921-2455
Return to: Citizens State Bank, PO Box 50, New Vienna, Ia 52065

MODIFICATION AGREEMENT- DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 8th day of April, 2021 between Gerald B Nurre a/k/a Gary B. Nurre and Rita M. Nurre,, whose address is 3010 160th St., Dyersville, Iowa 52040 ("Grantors"), and Citizens State Bank whose address is 117, West First Street, Monticello Iowa ("Grantee/Lender").

Citizens State Bank and Grantor entered into a Deed of Trust dated December 21st, 2004 and recorded on December 21st, 2004 in the records of the County of Delaware, State of Iowa("Deed of Trust") and indexed as 2004-4730. The Deed of Trust covers the following described real property:

Address:3010 160th St., Dyersville, Ia 52040

Legal Description: The South thirty two (32) acres of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Thirty Three (33), Township Ninety (90) North, Range Three (3), West of the Fifth P.M., except the South ten (10) rods of the West thirty two (32) rods thereof; and Lot One (1) of the Subdivision of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Four (4), Township Eighty Nine (89) North, Range Three(3), West of the Fifth P.M. except commencing at the Northwest corner of said Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) and running thence East one hundred seventeen and one-half (117 ½) feet, thence South three hundred thirteen (313.0) feet, thence East thirty five (35.0) feet, thence South seven hundred ten (710.0) feet, thence East sixty (60.0) feet, thence South two hundred ninety seven (297.0) feet to the South line of said Southwest Quarter (SW¼) of the Northwest quarter (NW¼), thence west Two hundred twelve and one-half (212½) feet to the Southwest corner of said Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), thence north to the point of beginning, and also except the east ninety three (93.0) feet of the West two hundred ten and one-half (210½) feet of the North One hundred fifteen (115) feet of said Lot 1 (1); and the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Four (4), township Eighty Nine (89) North, Range three (3), West of the Fifth P.M., except the North eighty three (83.0) feet of the West two hundred twelve and one-half (212½) feet thereof.
AND
The South one-half (S½) of the Southwest Quarter (SW¼) of Section Four (4), Township Eighty Nine (89) North,Range Three (3), West of the Fifth P.M., except the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of said Section Four (4).

It is the express intent of the Grantor and Grantee/Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Grantee/Lender hereby agree to modify the Deed of Trust as follows: Extending Maturity Date of this Deed of Trust until April 8th, 2041.

Grantor and Grantee/Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition or covenant therein, except herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Deed of Trust it being the intent of Grantor and Grantee/Lender that the terms and provision thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.

Grantee/Lender's consent to this Agreement does not waive Grantee/Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Grantee/Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Grantee/Lender that the non-signing

person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto, Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THE AGREEMENT MAY BE CHANGED ONLY BY ANOTHER WRITTEN AGREEMENT.

By signing below, Grantor and Grantee/Lender acknowledge that they have read all the provisions contained in this agreement, and that they accept and agree to its terms.

X Gerald B Nurre 4-8-21
Gerald B Nurre Date

X Rita M. Nurre 4-8-21
Rita M Nurre Date

Citizens State Bank

X Allan L Boge V.P.
Officer

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF IOWA)
)
COUNTY OF Dubuque)

This instrument was acknowledged before me by Gerald B Nurre a/k/a Gary B Nurre & Rita M Nurre on April 8th, 2021. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My Commission expires:

NOTARIAL SEAL IOWA
ALLAN L BOGE
Commission Number 784140
My Commission Expires
5-16-23

X Allan L Boge
Notary

BUSINESS ACKNOWLEDGEMENT

BUSINESS ACKNOWLEDGEMENT

STATE OF IOWA)
)
COUNTY OF Dubuque)

This instrument was acknowledged before me by Allan L Boge on the 8th day of April, 2021 on behalf of Citizens State Bank. In witness whereof, I hereunto set my hand and, if applicable, my official seal

My Commission expires:

NOTARIAL SEAL IOWA
PATRICK R. SOPPE
Commission Number 830177
My Commission Expires
2-15-24

X Patrick R Soppe
Notary