Book 2021 Page 1344
Document 2021 1344 Type 04 008 Pages 9
Date 4/15/2021 Time 2:49:34PM
Rec Amt $47.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

State of Iowa — Space Above This Line For Recording Data

Prepared By: KATIE A. HUBBARD
FARMERS & MERCHANTS
SAVINGS BANK
101 E. MAIN ST. PO BOX 588, MANCHESTER, IA 52057 (563) 927-4475

Return To: FARMERS & MERCHANTS
SAVINGS BANK
101 E. MAIN ST. PO BOX
588 MANCHESTER, IA 52057

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 04-09-2021. The parties and their addresses are:

MORTGAGOR: PATRICK DEUTMEYER and LILA DEUTMEYER, HUSBAND & WIFE
1544 240TH ST
MANCHESTER, IA 52057

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments. The Addendum is located on _____.

LENDER: FARMERS & MERCHANTS SAVINGS BANK
Organized and existing under the laws of the state of Iowa
101 E. MAIN ST. PO BOX 588
MANCHESTER, IA 52057

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 05-22-2001 and recorded on 05-22-2001. The Security Instrument was recorded in the records of DELAWARE County, Iowa at BOOK 2001 PAGE 1715. The property is located in DELAWARE County at 1544 240TH STREET, MANCHESTER, IA 52057.
The property is described as: (If the legal description of the property is not on page one of this Security Instrument, it is located on PAGE 1.)

THE NORTH HALF (N 1/2) OF THE NORTHWEST OUARTER (NW 1/4) AND THE WEST ONE-HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION THIRTEEN (13). TOWNSHIP EIGHTY EIGHT (88) NORTH, RANGE SIX (6), WEST OF THE 5TH P.M" SUBJECT TO HIGHWAYS AND EASEMENTS OF RECORD.

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NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $ 300,000.00 . 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.

MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

THIS MODIFICATION WILL EXTEND THE OPEN END MORTGAGE FOR AN ADDITIONAL 20 YEARS (5/22/2041).

☐ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed $_____ ☐ which is a $_____ ☐ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

NOTICE TO CONSUMER
(For purposes of this Notice, "You" means Mortgagor)
1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time with penalty and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents.

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SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

MORTGAGOR:

Patricia Deutmeyer by Lila Deutmeyer POA
(Signature) PATRICK DEUTMEYER (Date)

Lila Deutmeyer 4-13-21
(Signature) LILA DEUTMEYER (Date)

(Signature) (Date)

LENDER: FARMERS & MERCHANTS SAVINGS BANK

By _____
SCOTT R WILSON, VICE PRESIDENT

ACKNOWLEDGMENT:

(Individual) STATE OF Iowa, COUNTY OF DELAWARE } ss.
On this 13th day of April 2021, before me, a Notary Public in the state of Iowa, personally appeared PATRICK DEUTMEYER; LILA DEUTMEYER, HUSBAND & 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:
(Seal)

_____
(Notary Public)

NOTARIAL SEAL IOWA
SCOTT R. WILSON
Commission Number 766464
My Commission Expires
1-26-23

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ACKNOWLEDGMENT:

(Lender) STATE OF Iowa, COUNTY OF DELAWARE } ss.
On this 13th day of April 2021, before me, a Notary Public in the state of Iowa, personally appeared SCOTT R WILSON, to me personally known, who being by me duly sworn or affirmed did say that person is VICE PRESIDENT of said entity, (that seal affixed to said instrument is the seal of said entity or no seal has been procured by said entity) and that said instrument was signed and sealed, if applicable, on behalf of the said entity by authority of its and the said VICE PRESIDENT acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.

My commission expires:
(Seal)

Katie A Hubbard
(Notary Public)

KATIE A. HUBBARD
Commission Number 766866
My Comm. Exp. 03-28-2022

Loan origination organization
NMLS ID
Loan originator
NMLS ID

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RECEIVED
4-13-21

THE IOWA STATE BAR ASSOCIATION Official Form No. 120	Thomas J. Hanson	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

IOWA STATUTORY POWER OF ATTORNEY

1. POWER OF ATTORNEY

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including but not limited to your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B.

This power of attorney does not authorize the agent to make health care decisions for you.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is not entitled to compensation unless you state otherwise in the optional Special Instructions.

This form provides for designation of one agent. If you wish to name more than one agent, you may name a coagent in the optional Special Instructions. Coagents must act by majority rule unless you provide otherwise in the optional Special Instructions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney becomes effective immediately upon signature and acknowledgment unless you state otherwise in the optional Special Instructions.

If you have questions about this power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

DESIGNATION OF AGENT

I, Patrick J. Deutmeyer, name the following person as my agent:

Name of Agent Lila A. Deutmeyer

Agent's Address 1544 240th Street, Manchester, Iowa 52057

Agent's Telephone Number _____

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of Successor Agent Wendy M. Reid

Successor Agent's Address Ryan, Iowa 52330

Successor Agent's Telephone Number _____

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IOWADOCS®

If my successor agent is unable or unwilling to act for me, I name as my second successor agent:

Name of Second Successor Agent _____

Second Successor Agent's Address _____

Second Successor Agent's Telephone Number _____

GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B:

(Initial each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)

____ Real Property
____ Tangible Personal Property
____ Stocks and Bonds
____ Commodities and Options
____ Banks and Other Financial Institutions
____ Operation of Entity or Business
____ Insurance and Annuities
____ Estates, Trusts, and Other Beneficial Interests
____ Claims and Litigation
____ Personal and Family Maintenance
____ Benefits from Governmental Programs or Civil or Military Service
____ Retirement Plans
____ Taxes
RP All Preceding Subjects

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent shall not do any of the following specific acts for me unless I have initialed the specific authority listed below:

(Caution: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. Initial only the specific authority you WANT to give your agent.)

____ Amend, revoke, or terminate a revocable inter vivos trust, if authorized by the trust.

____ Agree to the amendment or termination of any other inter vivos trust.

____ Make a gift to an individual who is not an agent, subject to the limitations of the Iowa Uniform Power of Attorney Act, Iowa Code section 633B.217, and any special instructions in this power of attorney.

Make gifts, either direct or indirect, to my agent acting under this power of attorney as follows:

____ Any such gift must be approved in writing by _____;
or

____ No third party approval is needed.

____ Authorize another person to exercise the authority granted under this power of attorney.

____ Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

____ Exercise fiduciary powers that the principal has authority to delegate.

____ Disclaim or refuse an interest in property, including a power of appointment.

LIMITATION ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant shall not use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the optional Special Instructions.

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines:

In the event that my agent shall seek to rent out my farm real estate, said Agent shall give first preference to my children and/or grandchildren and the amount of rent shall be not less than the county average as determined by the Iowa State University Extension Service for Delaware County, Iowa

_____

shall have the authority to request an accounting of any agent.

EFFECTIVE DATE

This power of attorney is effective immediately upon signature and acknowledgment unless I have stated otherwise in the optional Special Instructions.

NOMINATION OF CONSERVATOR AND GUARDIAN (OPTIONAL)

If it becomes necessary for a court to appoint a conservator of my estate or guardian of my person, I nominate the following person(s) for appointment:

Name of Nominee for Conservator of My Estate _____
Nominee's Address _____
Nominee's Telephone Number _____

Name of Nominee for Guardian of My Person _____
Nominee's Address _____
Nominee's Telephone Number _____

RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT

Patrick J Deutmeyer
Your Signature

November 23, 2015
Date

Patrick J. Deutmeyer
Your Name Printed

1544 240th Street, Manchester, Iowa 52057
Your Address

Your Telephone Number

STATE OF IOWA, COUNTY OF DELAWARE

This document was acknowledged before me this 23rd day of November, 2015, by Patrick J. Deutmeyer.

NOTARIAL SEAL IOWA
THOMAS J. [illegible]
Commission Number [illegible]
My Commission [illegible]
September [illegible], 20[illegible]

Signature of Notary Public

This document prepared by Thomas J. Hanson, 401 East Main Street, Manchester, IA 52057, Phone: (563) 927-5920

2. IMPORTANT INFORMATION FOR AGENT

AGENT'S DUTIES

When you accept the authority granted under this power of attorney, a special legal relationship is created between the principal and you. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must do all of the following:

Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest.

Act in good faith.

Do nothing beyond the authority granted in this power of attorney.

Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as agent in the following manner:

Patrick J. Deutmeyer by Lila A. Deutmeyer as Agent.

Unless the Special Instructions in this power of attorney state otherwise, you must also do all of the following:

Act loyally for the principal's benefit.

Avoid conflicts that would impair your ability to act in the principal's best interest. Act with care, competence, and diligence.

Keep a record of all receipts, disbursements, and transactions made on behalf of the principal.

Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest.

Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

TERMINATION OF AGENT'S AUTHORITY

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include any of the following:

Death of the principal.

The principal's revocation of the power of attorney or your authority.

The occurrence of a termination event stated in the power of attorney.

The purpose of the power of attorney is fully accomplished.

If you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

LIABILITY OF AGENT

The meaning of the authority granted to you is defined in the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B. If you violate the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B, or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.