Recorded: 10/22/2026 at 2:38:56.0 PM
County Recording Fee: $22.00
Iowa E-Filing Fee: $3.00
Combined Fee: $25.00
Revenue Tax: $0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2026 PG: 3118

Prepared By: Brianna J. Reynolds, GreatAmerica Bank National Association, 625 First St. SE, Cedar Rapids, IA 52401 (800) 234-8787
Return To: Justin Ness, GreatAmerica Bank National Association, P.O. Box 266, Marion, Iowa 52302 (319) 373-5400

MODIFICATION OF MORTGAGE

The name of the Grantor (the "Grantor") can be found on page 1 of this Modification. The name of Grantee (sometimes "Lender") can be found on page 1 of this Modification. The property addresses can be found on pages 1 and 2 of this Modification. The legal descriptions can be found on pages 1 and 2 of this Modification. The related document book and page can be found on page 1 of this Modification.

THIS MODIFICATION OF MORTGAGE dated October 21, 2026, is made and executed between Justin D. Nieman Trust dated June 22, 2022, whose address is 2587 262nd Avenue, Delhi, IA 52223 (referred to below as "Grantor") and GreatAmerica Bank National Association, as successor by merger to Heritage Bank, whose address is 695 Marion Blvd., PO Box 266, Marion, IA 52302 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 9, 2023 (the "Mortgage") which has been recorded in DELAWARE County, State of Iowa, as follows:

> **recorded on January 9, 2023,** in Book 2023 at Page 75, records of **COUNTY** of **DELAWARE,** State of Iowa ("Mortgage").

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

1. **The Real Property Commonly known as 2511 260th Avenue, Delhi, Iowa 52223 and legally described as:**

   The South one-half (S ½) of the Southeast Quarter (SE ¼) of Section Fifteen (15) and the North one-half (N ½) of the Northeast Quarter (NE ¼) of Section Twenty-two (22), Township Eighty-Eight (88) North, Range Four (4), West of the Fifth P.M.

2. **The Real Property Commonly known as 2031 260th Avenue, Earlville, Iowa 52036 and legally described as:**

   The Northeast Quarter (NE ¼) and the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section Twenty Seven (27), Township Eighty Nine (89) North, Range Four (4), West of the Fifth Principal Meridian, except Parcel A located in the NE ¼ of Section 27 Twp, 89 North, Range 4 West of the 5th P.M. Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 168 and also except Parcel 'C' in the SE ¼ of the NE ¼ of Section 27-T89N-R4W of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2002, Page 648 and also except Parcel 2013-05 part of the SE ¼ - NE ¼ and part of the SW ¼ - NE ¼ Section 27, T89N, R4W of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 2013, Page 775.

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

Amendment of Secured Indebtedness. Grantor and Lender acknowledge that the indebtedness evidenced by that certain Promissory Note dated January 9, 2023 and known as Note #2024901 (the "Original Note") has been amended, restated, renewed, replaced, substituted, consolidated, or otherwise modified pursuant to that certain Replacement Promissory Note dated October 21, 2026 (the "Replacement Note"). The parties hereby agree that all references in the Mortgage to the Original Note, the Note, the Indebtedness, or the Obligations shall be deemed to refer to and include the Replacement Note and all indebtedness evidenced thereby.

CONTINUING VALIDITY. Except as expressly modified herein, the Mortgage shall remain unmodified and in full force and effect and is ratified and confirmed in all respects. Consent by Lender to this Modification shall not constitute a waiver of Lender's right to require strict performance of the Mortgage or obligate Lender to agree to any future amendment, modification, extension, or accommodation. Nothing contained in this Modification or in the Replacement Note shall constitute a payment, satisfaction, discharge, release, termination, novation, or impairment of the indebtedness secured by the Mortgage or of the Mortgage or any lien created thereby. The parties acknowledge and agree that the Replacement Note renews, amends, modifies, restates, and replaces the Original Note, but does not extinguish the indebtedness evidenced thereby. The Mortgage shall continue to secure the Replacement Note and all obligations evidenced thereby, together with all renewals, extensions, amendments, modifications, substitutions, replacements, and restatements thereof to the extent provided in the Mortgage. The Mortgage, as modified hereby, shall remain a valid, binding, enforceable, and continuing lien against the Mortgaged Property with the same force, effect, and priority as originally recorded, except to the extent otherwise required by applicable law. It is the intention of Lender to retain the liability of all parties obligated under the Mortgage and all makers, endorsers, guarantors, sureties, and accommodation parties liable for the indebtedness secured thereby, unless expressly released by Lender in a written instrument. No such party shall be released solely by reason of this Modification or the execution of the Replacement Note. The effectiveness of this Modification is conditioned upon Lender's receipt of any consents, acknowledgments, reaffirmations, or other instruments that Lender deems necessary to preserve the liability of any party obligated with respect to the Mortgage or the indebtedness secured thereby. Any consent to this Modification and any waiver of defenses or release resulting therefrom shall apply to any subsequent renewal, extension, amendment, modification, substitution, replacement, or restatement of the indebtedness to the extent permitted by applicable law.

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 21, 2026.

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

JUSTIN D. NIEMAN TRUST DATED JUNE 22, 2022

By: _____
Justin D. Nieman, Trustee

GREATAMERICA BANK NATIONAL ASSOCIATION,
successor by merger to Heritage Bank

By: _____
Justin Ness, Director, Retail Lending

NOTICE OF WAIVER OF HOMESTEAD EXEMPTION

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

DATED OCTOBER 22, 2026.

_____
Justin D. Nieman, individually solely for purposes
of the Notice of Waiver of Homestead Exemption

STATE OF IOWA)
) ss:
COUNTY OF Delaware)

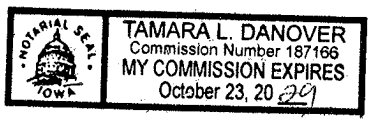
On this 22 day of October, 2026, before me, a Notary Public in the State of Iowa, personally appeared Justin D. Nieman, as Trustee of the Justin D. Nieman Trust dated June 22, 2022, to me known to be the person named in and who executed the foregoing instrument, acknowledged that he executed this instrument in his capacity as Trustee of the Justin D. Nieman Trust dated June 22, 2022.

_____
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
TAMARA L. DANOVER
Commission Number 187166
MY COMMISSION EXPIRES
October 23, 2029

STATE OF IOWA)
) ss:
COUNTY OF Delaware)

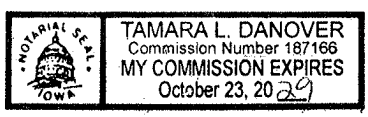
On this 22nd day of October, 2026, before me, a Notary Public in the State of Iowa, personally appeared Justin D. Nieman, a single person, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF Delaware)

On this 22 day of October, 2026, before me, a Notary Public in the State of Iowa, personally appeared Justin Ness, Director, Retail Lending of GreatAmerica Bank National Association, successor by merger to Heritage Bank, to me known to be the person authorized by said corporation to execute the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Notary Public in and for the State of Iowa