

BK: 2019 PG: 2601
Recorded: 8/22/2019 at 10:25:01.0 AM
Pages 5
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

_____ State of Iowa _____ Space Above This Line For Recording Data _____

Prepared By: CONNIE L. SIEFKAS
AMERICAN STATE BANK
809 N JOHN WAYNE
DRIVE WINTERSET, IA 50273
Return To: AMERICAN STATE BANK -
WINTERSET
809 NORTH JOHN WAYNE
DRIVE WINTERSET, IA 50273

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 02-26-2019
_____. The parties and their addresses are:

MORTGAGOR: BERTHOLF FAMILY REVOCABLE TRUST, A TEXAS TRUST
1904 275TH STREET
WINTERSET, IA 50273

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

LENDER: AMERICAN STATE BANK - WINTERSET
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA
809 NORTH JOHN WAYNE DRIVE
WINTERSET, IA 50273

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 07-16-2018
_____ and recorded on 07-18-2018 _____. The Security Instrument was
recorded in the records of MADISON
County, Iowa at BOOK 2018 PAGE 2297 _____. The property is located
in _____ County at _____.

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 5 OF 5 _____.)

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 384,000.00
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 MORTGAGE MODIFICATION SECURES A NOTE #398115 DATED FEBRUARY 26, 2019

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.

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: BERTHOLF FAMILY REVOCABLE TRUST

X Halden Clair Bertholf 2/27/19
(Signature) HALDEN CLAIR BERTHOLF, TRUSTEE (Date)

X Virginia L. Bertholf 2/27/19
(Signature) VIRGINIA L. BERTHOLF, TRUSTEE (Date)

(Signature) (Date)

LENDER: AMERICAN STATE BANK - WINTERSET

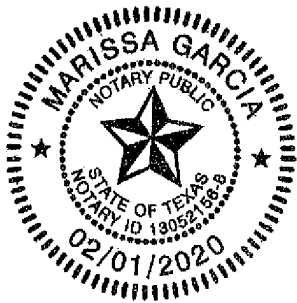
By Christine W., Vice President

ACKNOWLEDGMENT:

(Individual) STATE OF Texas COUNTY OF TARRANT } ss.
On this 27th day of Feb 2019 before me, a
Notary Public in the state of Texas, personally appeared Virginia
Bertholf & Halden Bertholf 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)

Marissa Garcia
(Notary Public)



NOTARY

ACKNOWLEDGMENT:

(Lender) STATE OF Iowa, COUNTY OF Madison } ss.
On this 27th day of Feb, 2019, before me, a
Notary Public in the state of Iowa, personally appeared
Cornel Sietkiewicz, 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 Board of directors 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)

Lisa Marie McCracken
(Notary Public)



Loan origination organization
NMLS ID
Loan originator
NMLS ID

BERTHOLF FAMILY REVOCABLE TRUST, a/an Texas Trust
HALDEN CLAIR BERTHOLF, Trustee
VIRGINIA L. BERTHOLF, Trustee
Exhibit "A"
Attachment to Real Estate Mortgage

Parcel "B" located in the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirty-four (34) and in the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty-three (33), all in Township Seventy-five (75) North, Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 9.935 acres, as shown in Plat of Survey filed in Book 2018, Page 1654 on May 25, 2018, in the Office of the Recorder of Madison County, Iowa.

