

BK: 2019 PG: 4092
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Pages 6
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$35.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

**FIRST AMENDMENT TO
(HOME EQUITY LINE OF CREDIT) MORTGAGE**

Prepared By: Gary Brown
8404 NW 62nd Ave, P.O. Box 1405
Johnston, IA 50131

Preparer's Phone Number: 515-334-8100

Taxpayer Information: No current change to this information.

Return Document To: Gary Brown
Community Choice Credit Union
8404 NW 62nd Ave, P.O. Box 1405
Johnston, IA 50131

Grantor(s):
Roger Kingery
Lynette A. Kingery

Grantee(s):
Community Choice Credit Union

Legal Description: See Exhibit A.

Document or instrument number of previously recorded documents: Book 2009, Page 2032

**FIRST AMENDMENT TO
(HOME EQUITY LINE OF CREDIT) MORTGAGE**

THIS FIRST AMENDMENT TO MORTGAGE is made as of November 12, 2019, between Roger Kingery (the "Borrower") and Lynette A. Kingery (collectively with Borrower "Mortgagors") and COMMUNITY CHOICE CREDIT UNION, a state chartered credit union (the "Lender").

RECITALS

WHEREAS, the Borrower has previously executed and delivered to Lender one certain mortgage dated 19-Jun-09, filed 24-Jun-09, and recorded in Book 2009 at Page 2032 in the Madison County, Iowa Recorder's Office (the "Mortgage") creating a mortgage lien on the property (the "Mortgage Property") legally described in Exhibit "A" attached hereto;

WHEREAS, the Mortgage secures a credit obligation related to one certain Home Equity Line of Credit Agreement dated 19-Jun-09 ("Credit Agreement" or "Agreement");

WHEREAS, the parties now wish to amend the Mortgage to provide for a fixed maturity date and as otherwise set forth herein; and

NOW, THEREFORE, for and in consideration of the agreements and covenants of the parties herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

- A. **Modification of Maturity Date.** Paragraph 1 on the second page of the Mortgage is deleted in its entirety and replaced with the following:

"1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Agreement, as may be amended, and late charges and fees as provided in the Agreement. Borrower hereby agrees to perform any and all other obligations of Borrower under this Mortgage, the Agreement, and any other agreement between the parties ("Obligations").

Borrower agrees that if any of the Obligations is a line of credit, the lien created by this Mortgage shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding. At no time shall the lien of this Mortgage, not including sums advanced to protect the security of this Mortgage, exceed \$35,000.00. For purposes of Iowa Code §614.21, the date of maturity of the indebtedness under the Agreement shall be Thirty (30) years from the Effective Date.

This Mortgage secures to Lender: (a) the repayment of the debt under the Agreement, with interest, including future advances, and all renewals,

extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced to protect the security of this Mortgage as provided for herein; and (c) the performance of Borrower's covenants and agreements under this Mortgage and the Agreement."

- B. **No Default.** Borrower certifies that as of the date of this amendment there exists no event of default under the Credit Agreement, nor any condition, act or event which with the giving of notice or the passage of time or both would constitute any such event of default. Borrower further certifies that, notwithstanding the modifications set forth herein, all of the property securing the Credit Agreement shall remain subject to the lien, charge or encumbrance of the document pursuant to which such lien, charge or encumbrance is created, and nothing contained herein or done pursuant hereto shall affect or be construed to affect the priority of the lien, charge or encumbrance of any such document over any other liens, charges or encumbrances.
- C. **Compliance with Laws & Restrictions.** All existing improvements and any improvements hereafter placed on the property are and will be located within the boundary lines of the property. All appurtenant easement areas are and shall remain free from encroachments. The mortgaged property complies with, and will continue to comply with, all laws applicable to the mortgaged property, including without limitation all applicable building, zoning, subdivision and land use statutes, ordinances, codes, rules, regulations and orders and all covenants and agreements of record. Borrower will not, and will not permit any tenant or other occupant of the mortgaged property to, use the mortgaged property in any manner that violates any state or federal law. No further permits, licenses, approvals, variances, public hearings or governmental orders or consents are necessary for the operation of the mortgaged property for its intended purposes or for the construction of any planned improvements. This provision is in addition to and not in limitation of any existing provisions in the Mortgage.
- D. **Effectiveness of Prior Document.** Except as provided in this amendment, all terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms, including any reference in the Mortgage to other indebtedness and/or future advances or credit secured by the Mortgage; and nothing herein will affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the credit continues as security, and all guaranties guaranteeing obligations under the Credit Agreement remain in full force and effect. This is an amendment, not a novation. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers, and endorsers to the Credit Agreement, 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 amendment. If any person who signed the original Mortgage does not sign this amendment, then all persons signing below acknowledge that this amendment is given conditionally, based on representation to Lender that the non-signing person consents to the changes and provisions of this amendment or otherwise will not be released by it.

EXHIBIT A

A parcel of land described as beginning at the Northeast corner of the Southwest Quarter of the Southwest Quarter of Section Four, Township Seventy-six North, Range Twenty-eight, West of the 5th P.M., Madison County, Iowa.

BORROWER

Roger Kingery
Roger Kingery

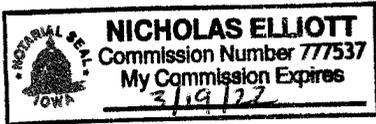
Lynette A. Kingery
Lynette A. Kingery

STATE OF IOWA, COUNTY OF ~~Howe~~ Polk

This record was acknowledged before me on December 11th, 2019, by

Nicholas Elliott
Nicholas Elliott

Seal:



Signature of Notary Public

LENDER

Community Choice Credit Union
Loan Originator Organization

405512
NMLSR ID Number

Name

NMLSR ID Number

Signature

Date

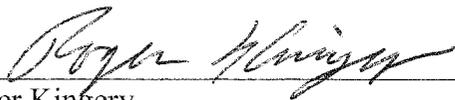
- E. **Amended Credit Agreement Controls.** In the event of any inconsistency between the Credit Agreement and any related credit/loan agreement, as amended, and the Mortgage, as amended, the terms of the amended Credit Agreement and any such related credit/loan agreement shall control.
- F. **No Waiver of Defaults; Warranties.** This amendment shall not be construed as or be deemed to be a waiver by the Lender of existing defaults by Borrower whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this amendment.
- G. **Counterparts.** This amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.
- H. **Receipt of Copy.** Borrower hereby acknowledges the receipt of a copy of this amendment to Mortgage together with a copy of each Credit Agreement or obligation secured hereby.
- I. **Release of Rights of Dower, Homestead, and Distributive Share.** Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgage Property, and waives all rights of exemption as to any of the Mortgage Property.

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. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THE MORTGAGE.

MORTGAGORS

Dated: 12-11-19



Roger Kingery

Dated: 12/11/19



Lynette A. Kingery