

BK: 2020 PG: 1756
Recorded: 5/20/2020 at 3:38:56.0 PM
Pages 3
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$20.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

FOR RECORDER'S USE ONLY

Prepared By: KAYTLYNN SCADDEN, LOAN SERVICING SPECIALIST, THE FIRST NATIONAL BANK IN CRESTON, 100 E. Railroad, Afton, IA 50830, (641) 347-8423

ADDRESS TAX STATEMENT:

THE FIRST NATIONAL BANK IN CRESTON, Afton Branch, 100 E. Railroad, Afton, IA 50830

RECORDATION REQUESTED BY:

THE FIRST NATIONAL BANK IN CRESTON, Afton Branch, 100 E. Railroad, Afton, IA 50830

WHEN RECORDED MAIL TO:

THE FIRST NATIONAL BANK IN CRESTON, Afton Branch, 100 E. Railroad, Afton, IA 50830

MODIFICATION OF MORTGAGE

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 1 of this Modification. The legal description can be found on page 1 of this Modification. The related document or instrument number can be found on page 1 of this Modification.

THIS MODIFICATION OF MORTGAGE dated May 13, 2020, is made and executed between Jon Peterson and Virginia Daniel, HUSBAND AND WIFE (referred to below as "Grantor") and THE FIRST NATIONAL BANK IN CRESTON, whose address is 100 E. Railroad, Afton, IA 50830 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 13, 2020 (the "Mortgage") which has been recorded in MADISON County, State of Iowa, as follows:

REAL ESTATE MORTGAGE DATED 12-13-2013 RECORDED IN THE MADISON COUNTY RECORDERS OFFICE ON DECEMBER 23, 2013 IN BOOK 2013 PAGE 3790. .

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

THE EAST HALF (E1/2) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION THIRTY-THREE (33) IN TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA EXCEPT A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION THIRTY-THREE (33), CONTAINING 3.4995 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 1, PAGE 130 ON FEBRUARY 6, 1978, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA.
AND

THE EAST HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

The Real Property or its address is commonly known as RURAL ROUTE, LORIMOR, IA 50149.

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

EXTEND MATURITY DATE TO 1-15-2035.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of

**MODIFICATION OF MORTGAGE
(Continued)**

Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, 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 Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 13, 2020.

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

GRANTOR:

x Jon Peterson
Jon Peterson

x Virginia Daniel
Virginia Daniel

LENDER:

THE FIRST NATIONAL BANK IN CRESTON

x Staci Heaberlin
STACI HEABERLIN, Vice President

NOTICE OF WAIVER OF HOMESTEAD EXEMPTION

GRANTOR UNDERSTANDS THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE, AND THAT BY SIGNING THIS MODIFICATION, GRANTOR VOLUNTARILY GIVES UP GRANTOR'S RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MODIFICATION. DATED MAY 13, 2020.

GRANTOR:

x Jon Peterson
Jon Peterson

x Virginia Daniel
Virginia Daniel

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Union)

This record was acknowledged before me on May 14, 2020 by Jon Peterson and Virginia Daniel.

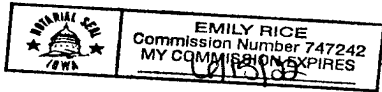


Staci Heaberlin
Notary Public in and for the State of Iowa
My commission expires 6/7/23

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Union)

This record was acknowledged before me on May 14, 2020 by STACI HEABERLIN as Vice President of THE FIRST NATIONAL BANK IN CRESTON.



Emily Rice
Notary Public in and for the State of IA
My commission expires 6/15/22