

BK: 2020 PG: 4207
Recorded: 11/2/2020 at 11:35:25.0 AM
Pages 4
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

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

Prepared By: BILL DICKEY
AMERICAN STATE BANK -
WINTERSET
809 NORTH JOHN WAYNE DRIVE, WINTERSET, IA 50273 (515) 462-5090
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 11-02-2020
_____. The parties and their addresses are:

MORTGAGOR: MARTIN G. NEWTON, AS A SINGLE PERSON
900 65TH STREET #39
WINDSOR HEIGHTS, IA 50324

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 03-10-2020
_____ and recorded on 03-10-2020 _____. The Security Instrument was
recorded in the records of MADISON
County, Iowa at BOOK 2020 PAGE 731 _____. The property is located
in MADISON _____ County at 2894 SAINT CHARLES ROAD,
SAINT CHARLES, IA 50240 _____.

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 OF 4 _____.)

PARCEL "J" LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 18, TOWNSHIP
75 NORTH, RANGE 26 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA,
CONTAINING 9.43 ACRES, AS SHOWN IN THE PLAT OF SURVEY FILED IN BOOK
2019, PAGE 994 ON APRIL 8, 2019, IN THE RECORDER OF MADISON COUNTY, IOWA.

REAL ESTATE MODIFICATION-IOWA

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(page 1 of 4)

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 155,074.00
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 SECURES A NOTE #408118 AND NOTE #408601 AND ANY FUTURE MODIFICATIONS OR CHANGES MADE TO SUCH NOTES.

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$ 155,000.00 which is a \$ 15,000.00 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:

Martin G. Newton
(Signature) MARTIN G. NEWTON

11-2-2020
(Date)

(Signature)

(Date)

(Signature)

(Date)

LENDER: AMERICAN STATE BANK - WINTERSET

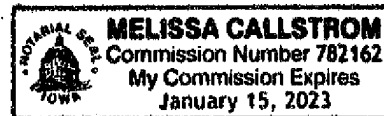
By Bill Dickey V.P.
BILL DICKEY, VICE PRESIDENT

ACKNOWLEDGMENT:

(Individual) STATE OF IOWA _____, COUNTY OF MADISON _____ } ss.
On this 2ND day of NOVEMBER, 2020, before me, a Notary Public in the state of Iowa, personally appeared MARTIN G. NEWTON, AS A SINGLE PERSON 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)

Melissa Callstrom
(Notary Public)

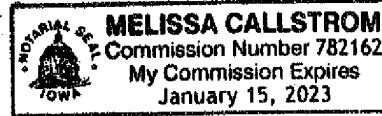


ACKNOWLEDGMENT:

(Lender) STATE OF IOWA _____, COUNTY OF MADISON _____ } ss.
On this 2ND day of NOVEMBER, 2020, before me, a
Notary Public in the state of Iowa, personally appeared BILL DICKEY
_____, 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 VICE PRESIDENT
VICE PRESIDENT
_____ and the said
acknowledged the execution of said instrument to be the voluntary act and deed of
said entity by it voluntarily executed.

My commission expires:
(Seal)

Melissa Callstrom
(Notary Public)



Loan origination organization
NMLS ID
Loan originator
NMLS ID