



Document 2020 876

Book 2020 Page 876 Type 04 002 Pages 5

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Rec Amt \$27.00

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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

\_\_\_\_\_ State of Iowa \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

**Prepared By:**

Charter Bank  
455 6th Street, P.O. Box 550  
Waukee, IA 50263

✓ **Return To:**

Charter Bank  
455 6th Street, P.O. Box 550  
Waukee, IA 50263

**MODIFICATION OF OPEN-END MORTGAGE**

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is March 19, 2020  
\_\_\_\_\_. The parties and their addresses are:

**MORTGAGOR:**

Ryan E. Burger, Spouse of Erica A. Burger  
Erica A. Burger, Spouse of Ryan E. Burger  
1573 Fawn Avenue  
Earlham, IA 50072

If checked, refer to the attached Addendum incorporated herein, for additional Mortgages, their signatures and acknowledgments. The Addendum is located on N/A.

**LENDER:**

Charter Bank  
Organized and existing under the laws of Iowa  
455 6th Street  
Waukee, IA 50263

**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated March 13, 2017  
\_\_\_\_\_ and recorded on March 14, 2017 \_\_\_\_\_. The Security Instrument was  
recorded in the records of Madison  
County, Iowa at Book 2017, Page 819 \_\_\_\_\_. The property is located  
in Madison County at 1597 Fawn Avenue, Earlham, IA 50072 \_\_\_\_\_.

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 (Addendum) \_\_\_\_\_.)

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 500,000.00**  
**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.)*

A Promissory note or other agreement, No. 4000505733, dated March 19, 2020, from Mortgagor to Lender, with a loan amount of \$130,000.00 and maturing on March 19, 2030.

**MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$500,000.00  which is a \$0.00  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:** Ryan E. Burger and Erica A. Burger

*R E Burger* 3-19-20  
(Signature) Ryan E. Burger (Date)

*Erica Burger* 3-19-20  
(Signature) Erica A. Burger (Date)

\_\_\_\_\_  
(Signature) (Date)

**LENDER:** Charter Bank

By *Greg W. Grote, Sr*  
Greg W. Grote, Senior Vice President

**ACKNOWLEDGMENT:**

(Individual) STATE OF IOWA, COUNTY OF DALLAS } ss.  
On this 19th day of March, before me, a  
Notary Public in the state of Iowa, personally appeared Ryan E. Burger and Erica A. Burger

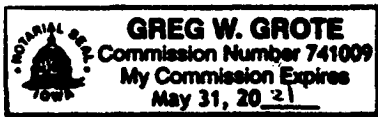
\_\_\_\_\_ to me  
known to be the person(s) named in and who executed the foregoing instrument,  
and acknowledged that he/she/they executed the same as his/her/their voluntary  
act and deed.

My commission expires: 5/31/2021

(Seal)

*Greg W. Grote*  
(Notary Public)

Greg W. Grote

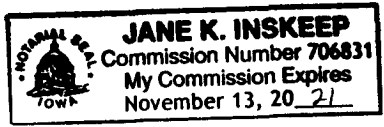


**ACKNOWLEDGMENT:**

(Lender) STATE OF IOWA, COUNTY OF DALLAS } ss.  
On this 19th day of March, before me, a  
Notary Public in the state of Iowa, personally appeared Greg W. Grote  
, to me personally known, who  
being by me duly sworn or affirmed did say that person is Senior 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  
Senior 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: 11/13/2021 Jane K. Inskeep  
(Seal) (Notary Public)

Jane K. Inskeep



Loan origination organization Charter Bank  
NMLS ID 441348  
Loan originator Greg W. Grote  
NMLS ID 541741

**Addendum**

Parcels "D" and "E" located in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty-five (35), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, as shown in Corrected Plat of Survey filed in Book 2013, Page 2334 on August 6, 2013 in the Office of the Recorder, Madison County, Iowa, and Corrected by Affidavit filed in Book 2017, Page 601

Dated: March 19, 2020

  
\_\_\_\_\_

Ryan E. Burger

  
\_\_\_\_\_

Erica A. Burger