BK: 2021 PG: 2103

Recorded: 5/21/2021 at 11:19:05.0 AM

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

-----State of lowa------Space Above This Line for Recording Data-----

Prepared By: Jill Kies, Westside State Bank P.O. Box 425, Wall Lake, Iowa 51466 (712)-664-2700 Return To: Jill Kies, Westside State Bank P.O. Box 425, Wall Lake, Iowa 51466 (712)-664-2700

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification is <u>May 17, 2021</u>. The parties and their addresses are:

MORTGAGOR:

Ryan M. Brimeyer Kim M. Brimeyer 810 SE Oakleaf Lane Waukee, IA 50263

LENDER:

Westside State Bank

Organized and existing under the laws of lowal P.O. Box 425 Wall Lake, IA 51466

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated <u>August 20, 2020</u> and recorded on <u>August 20, 2020</u>. The Security Instrument was recorded in the records of <u>Madison County</u>, lowa in <u>Book: 2020 PG: 3071</u>. The property is located in <u>Madison County</u> at <u>000 214th Trail, Winterset</u>, <u>lowa 50273</u>. The property is described as: Parcel "G' located in the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirty-three (33), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 24.65 acres, as shown in the Plat of Survey filed in Book 2019, Page 1938 on June 28, 2019, in the Office of the Recorder of Madison County, Iowa.

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, refinancing's, modifications, and replacements.

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$415,000.00 which is a \$265,000.00 increase 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. The "Notice" on page 2 of the Security Instrument is hereby amended and restated in its entirety as follows:

NOTICE: This mortgage secures credit in the amount of \$415,000.00. Loans and advances up to this amount, together with interest, are senior to indebtedness and other creditors under subsequently recorded or filed mortgages and liens.

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)

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 without penalty.

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 M. Brimeyer /LENDÉR:

Westside State Bank

Kevin Sporrer, Logn Officer

ACKNOWLEDGMENT:

State of Iowa, County of Madison.

On this 20th day of May, 2021, before me, a Notary Public in the State of Iowa, personally appeared Ryan M. Brimeyer and Kim m. Brimeyer, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires: <u>০১-৯৭ - ১৯৯</u>৯

KEVIN SPORRER Commission Number 725553 MY COMMISSION EXPIRES

Notary Public