

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

Prepared By:

JANETTE MARIE SPARKS, CITY STATE BANK,  
801 MAIN, P.O. BOX 159, NORWALK, IA.  
50211 PH: 515-981-4234

Return To:

CITY STATE BANK, 801 MAIN, P.O. BOX 159,  
NORWALK, IA. 50211

### MODIFICATION OF OPEN-END MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is MARCH 8, 2021.  
The parties and their addresses are:

**MORTGAGOR:** REBECCA J. DENNING, A SINGLE PERSON, 140 OLIVE ST., P.O. BOX 25, TRURO, IA.  
50257

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors,  
their signatures and acknowledgments. The Addendum is located on \_\_\_\_\_.

**LENDER:** CITY STATE BANK, ORGANIZED AND EXISTING UNDER THE LAWS OF IOWA, 801 MAIN, P.O. BOX  
159, NORWALK, IA. 50211

**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated FEBRUARY 28,  
2017 and recorded on MARCH 6, 2017. The Security Instrument was  
recorded in the records of MADISON  
County, Iowa at BK: 2017 PG: 725. The property is located  
in MADISON County at 140 OLIVE ST., TRURO, IA 50257.

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 PG. 2.)

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 25,000.00**  
**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.)*

HELOC FOR REBECCA DENNING DATED MARCH 8, 2021 IN THE AMOUNT OF \$45,000.00.

LOTS SIX (6) AND SEVEN (7) OF LIKENS SECOND ADDITION TO THE ORIGINAL TOWN OF TRURO, MADISON COUNTY, IOWA, AND A TRACT COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT SIX (6) AND RUNNING THENCE EAST 53 1/2 FEET, THENCE NORTH 140 FEET, THENCE WEST TO THE NORTHEAST CORNER OF SAID LOT SIX (6), THENCE SOUTH TO THE POINT OF BEGINING.

**MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$45,000.00  which is a \$20,000.00  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:** REBECCA J. DENNING, A SINGLE PERSON

Rebecca J. Denning \_\_\_\_\_ 3/8/2021  
(Signature) REBECCA J. DENNING (Date)

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

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

**LENDER:** CITY STATE BANK

By Jan Sparks \_\_\_\_\_  
JANETTE MARIE SPARKS

**ACKNOWLEDGMENT:**

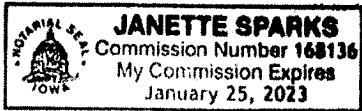
(Individual) STATE OF IOWA \_\_\_\_\_, COUNTY OF WARREN \_\_\_\_\_ } ss.  
On this 8TH \_\_\_\_\_ day of MARCH \_\_\_\_\_, before me, a  
Notary Public in the state of Iowa, personally appeared REBECCA J. DENNING

\_\_\_\_\_ 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)

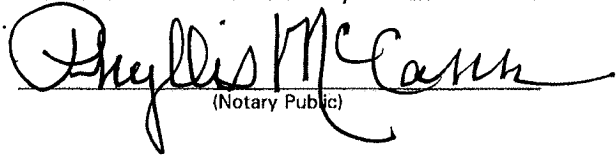
Janette Sparks \_\_\_\_\_  
(Notary Public)

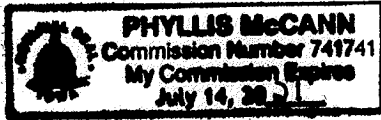


**ACKNOWLEDGMENT:**

(Lender) STATE OF IOWA \_\_\_\_\_, COUNTY OF WARREN \_\_\_\_\_ } ss.  
On this 8TH \_\_\_\_\_ day of MARCH \_\_\_\_\_, before me, a  
Notary Public in the state of Iowa, personally appeared JANETTE MARIE SPARKS  
\_\_\_\_\_, 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 SENIOR VICE PRESIDENT \_\_\_\_\_ and the said  
JANETTE MARIE SPARKS  
acknowledged the execution of said instrument to be the voluntary act and deed of  
said entity by it voluntarily executed.

My commission expires:  
(Seal)

  
(Notary Public)



Loan origination organization CITY STATE BANK  
NMLS ID 416698  
Loan originator JANETTE MARIE SPARKS  
NMLS ID 478069