



Document 2022 1

Book 2022 Page 1 Type 04 002 Pages 5

Date 1/03/2022 Time 9:18:21AM

Rec Amt \$27.00

INDX  
ANNO  
SCAN

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

---

Space Above This Line For Recording Data

This instrument was prepared by JAYNE MAXWELL, UNION STATE BANK, PO BOX 110, WINTERSET, IA 50273, 515-462-2161

✓ Return To: JAYNE MAXWELL, UNION STATE BANK, PO BOX 110, WINTERSET, IA 50273

---

**MODIFICATION OF MORTGAGE**

---

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is December 29, 2021. The parties and their addresses are:

**MORTGAGOR:**

**SCHWARZ FORENSIC ENTERPRISES, INC**

An Iowa Corporation

4716 TWAIN ST

AMES, IA 50014

**LENDER:**

**UNION STATE BANK**

Organized and existing under the laws of Iowa

611 W. HWY 92

WINTERSET, IA 50273

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated 12/18/2020 and recorded on 12/21/2020 (Security Instrument). The Security Instrument was recorded in the records of Madison County, Iowa at BOOK 2020, PAGE 4909 and covered the following described Property:

Parcel "D" located in the North Half(½) of the Northeast Quarter(¼) of Section Ten (10), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5 th P.M., Madison County, Iowa, containing 59.82 acres, as shown in Plat of Survey filed in Book 2020, Page 4598 on November 30, 2020, in the Office of the Recorder of

Madison County, Iowa

The property is located in Madison County at 1372 230TH LANE, WINTERSET, Iowa 50273.

**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**NOTICE. THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$1,000,000.00. 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. HOWEVER, THE PRIORITY OF A PRIOR RECORDED MORTGAGE UNDER THIS SECTION DOES NOT APPLY TO LOANS OR ADVANCES MADE AFTER RECEIPT OF NOTICE OF FORECLOSURE OR ACTION TO ENFORCE A SUBSEQUENTLY RECORDED MORTGAGE OR OTHER SUBSEQUENTLY RECORDED OR FILED LIEN.**

**A. Maximum Obligation Limit.** The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$1,000,000.00. Any limitation of amount does not include interest.

**B. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated , from Mortgagor to Lender, with a modified loan amount of \$180,000.00.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by

federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

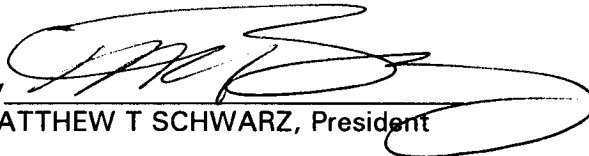
**4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**5. ADDITIONAL TERMS.** THIS MORTGAGE MODIFICATION INCLUDES PROMISSORY NOTE #4300033637 DATED 12/29/2021 BETWEEN UNION STATE BANK AND SCHWARZ FORENSIC ENTERPRISES, INC

**SIGNATURES.** By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

**MORTGAGOR:**

SCHWARZ FORENSIC ENTERPRISES, INC

By   
MATTHEW T SCHWARZ, President

Date 12-29-21

**LENDER:**

UNION STATE BANK

By *Jeffrey J. Gray*  
JEFFREY J. GRAY, SVP

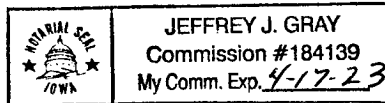
Date 12-29-21

**ACKNOWLEDGMENT.**

STATE OF IOWA, COUNTY OF MADISON ss.

On this 29th day of December 2021 before me, a Notary Public in and for said county, personally appeared MATTHEW T SCHWARZ, to me personally known, who being by me duly sworn or affirmed did say that that person is President of said corporation and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said President, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by its voluntary executed.

My commission expires:



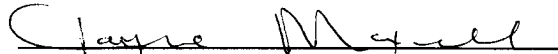
*Jeffrey J. Gray*  
(Notary Public)

**(Lender Acknowledgment)**

STATE OF IOWA, COUNTY OF MADISON ss.

On this 29th day of December 2021 before me, a Notary Public, in and for said county, personally appeared JEFFREY J. GRAY, to me personally known, who being by me duly sworn or affirmed did say that that person is SVP of UNION STATE BANK and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said SVP acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

My commission expires:

  
(Notary Public)

