



Document 2022 3350

Book 2022 Page 3350 Type 04 002 Pages 5

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INDX  
ANNO  
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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

**Prepared By:** Charles Duane Gordon

611 W Hwy 92

PO Box 110

Winterset, IA 50273

**Phone:** (515) 462 - 2161

✓ **Return To:** Jayne Maxwell

611 W Hwy 92

PO Box 110

Winterset, IA 50273

**Full Legal Description Located on Page:** 2

**Lender Name Located on Page:** 1

**Grantor/Mortgagor/Borrower Name Located on Page:** 1

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## Modification of Mortgage

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The date of this Real Estate Modification ("*Modification*") is November 9, 2022.

**Mortgagor**

Gerrit Foreman

Spouse of CONSTANCE FOREMAN

Constance Foreman

Spouse of GERRIT FOREMAN

3101 280th St.

Saint Charles, IA 50240

**Lender**

Union State Bank

Organized and existing under the laws of the state  
of Iowa

611 W Hwy 92

PO Box 110

Winterset, IA 50273

GR WR

December 9, 2020

**Background.** Mortgagor and Lender entered into a Security Instrument dated ~~November 8, 2022~~ and recorded on December 9, 2020. The Security Instrument was recorded in the records of MADISON County, Iowa in THE MADISON COUNTY RECORDERS OFFICE. The property is located in MADISON County at 3101 280th ST., ST. CHARLES, IA 50240.

Filed in Book 2020 on 8992 4731

Described as: Parcel "B" located in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty-three (33) and in the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirty-four (34) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., and in the North Four (4) Acres of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Four (4), Township Seventy-four (74), Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 18.17 acres as shown in Amended Plat of Survey filed in Book 2009, Page 2661 on August 21, 2009, 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, refinancings, modifications and replacements.

A promissory note between Lender and Gerrit Foreman and Constance Foreman (the "Borrower") dated November 9, 2022 as modified by the loan modification agreement signed by Borrower and dated the same date as this Modification (the "Loan Modification Agreement"). The Loan Modification Agreement states that Borrower owes Lender Three hundred twenty six thousand eight hundred seventy and 16/100 Dollars (U.S. \$326,870.16) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than January 15, 2028.

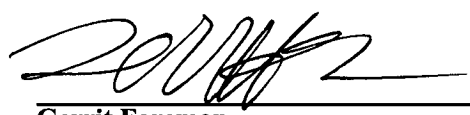
**Maximum Obligation Limit.** The total principal amount secured by the Security Instrument at any one time will not exceed \$326,870.16. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply 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.

**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**

 11-9-22  
Gerrit Foreman Date

Constance Foreman  
Constance Foreman

11/9/22  
Date

**Lender**

**Union State Bank**

*a/an Iowa Banking Corporation*

Duane Gordon 11-9-22  
Date

**Acknowledgment**

State of Iowa

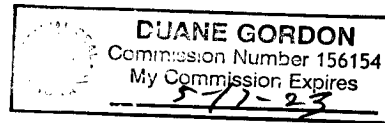
County of MADISON

This record was acknowledged before me on 11-9-22 by  
Gerrit Foreman

Duane Gordon  
Notary Public

Duane Gordon  
Notary Public Name

My Commission Expires:  
~~11-9-22~~ 5-17-23



This notarial act was completed:

- In Person
- In Person Electronic
- Remote Online Notarization

**Acknowledgment**

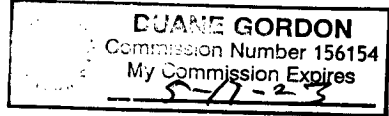
State of Iowa

County of MADISON

This record was acknowledged before me on 11-9-22 by  
Constance Foreman

Duane Gordon  
Notary Public

Duane Gordon  
Notary Public Name



My Commission Expires:  
5-17-23

This notarial act was completed:

- In Person
- In Person Electronic
- Remote Online Notarization

**Acknowledgment**

State of Iowa

County of MADISON

This record was acknowledged before me on 11/09/2022 by  
Duane Gordon as Vice President of  
Union State Bank

Carrie Larson  
Notary Public

Carrie Larson  
Notary Public Name



My Commission Expires:  
11/16/2024

This notarial act was completed:

- In Person
- In Person Electronic
- Remote Online Notarization

Loan Origination Organization: Union State Bank  
NMLS ID: 435185

Loan Originator: Charles Duane Gordon  
NMLS ID: 471740