

**BK: 2022 PG: 884**  
**Recorded: 3/29/2022 at 8:07:11.0 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**

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Space Above This Line For Recording Data

This instrument was prepared by: Nicole Brown, Central Bank, 3800 100<sup>th</sup> St., Urbandale, IA 50322, 515-254-9000  
Return to: Nicole Brown, Central Bank, 3800 100<sup>th</sup> St., Urbandale, IA 50322

### MODIFICATION OF MORTGAGE

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**DATE AND PARTIES.** The date of this Real Estate Modification is 03/21/2022. The parties and their addresses are:

**MORTGAGORS:**

Ashlee Knickerbocker N/K/A Ashlee Knickerbocker-Freeman  
Spouse of Kyle Freeman  
1459 Warren Ave  
Cumming, IA 50061

Kyle Freeman  
Spouse of Ashlee Knickerbocker N/K/A Ashlee Knickerbocker-Freeman  
1459 Warren Ave  
Cumming, IA 50061

**LENDER:**

Central Bank  
Organized and existing under the laws of Iowa  
600 Lake Ave.  
PO Box 578  
Storm Lake, IA 50588

1. **BACKGROUND.** Mortgagor and Lender entered into a security instrument dated 01/31/2022 and recorded on 02/07/2022 (Security Instrument). The Security Instrument was recorded in the records of Madison County, Book 2022 Page 386 and covered the following described Property: 1459 Warren Ave., Cumming, IA 50061

Lot One (1) of Bloom Ridge Subdivision, located in the North Half (1/2) of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-five, Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

The property is located in Madison County at Address: 1459 Warren Ave., Cumming, IA 50061

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 \$141,600.00. 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 \$141,600.00. Any limitation of amount does not include interest.

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

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

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

(1) Secured Debts and Future Advances. The term "secured Debts" included 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, No. 3810555 dated 01/31/2022 from Mortgagor to Lender, with a modified maximum credit limit of \$141,600.00 and maturing on 01/30/2032.

(B) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advanced are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(C) 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.

(D) 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.

**SIGNATURES.**

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

MORTGAGORS:

Ashlee Knickerbocker Freeman  
Ashlee Knickerbocker-Freeman

Kyle Freeman  
Kyle Freeman

LENDER:

Central Bank

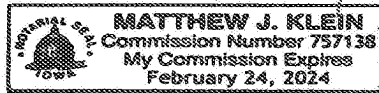
By: Matt Klein  
Matt Klein, VP

ACKNOWLEDGEMENT.

STATE OF IA, COUNTY OF Dallas ss.

On this 21<sup>st</sup> day of March, 2022 before me a Notary Public in the state of IA, personally appeared Ashlee Knickerbocker-Freeman, Spouse of Kyle Freeman and Kyle Freeman, Spouse of Ashlee Knickerbocker-Freeman, to me known to be the person(s) names 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: 2.24.24



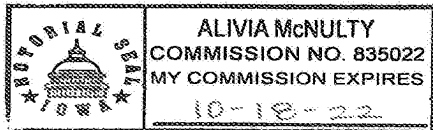
Matt Klein  
(Notary Public)

(Lender Acknowledgment)

STATE OF IA, COUNTY OF Dallas ss.

On this 21<sup>st</sup> day of March, 2022 before me, a Notary Public, in and for said county, personally appeared Matt Klein, to me personally known, who being by me duly sworn or affirmed did say that the person is a VP of Central Bank and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said VP acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

My commission expires: 10-18-22



Alivia McNulty  
(Notary Public)