

Prepared by and return to: AmyJo Trueg, Lincoln Savings Bank, 360 Westfield Ave. Suite 6, Waterloo, IA 50701 (319)233-1900

DEED OF TRUST EXTENSION & MODIFICATION AGREEMENT
LINCOLN SAVINGS BANK, 508 MAIN ST., REINBECK, IA 319-345-6441

This Agreement made this 10th day of January, 2023, by and between the Lincoln Savings Bank, a banking corporation organized and existing under the laws of the State of IOWA party of the first part **Barry F. Madden and Sallie A. Madden; husband and wife**, parties of the second part, **WITNESSETH:**

Whereas, the parties of the second part have heretofore mortgaged unto the party of the first part certain lands and premises which are described in a certain indenture of Deed of Trust bearing date 16th day of January, 2014 which Deed of Trust is recorded in the Office of the Recorder for Madison County, State of IOWA as **Book 2014 at Page 164**, which Deed of Trust is made a part hereof by reference and the same is now due and payable.

Whereas, the parties of the second part are unable to make payment in full of the amount due said party of the first part under said Deed of Trust, and has requested that the time of payment be extended, and the party of the first part is willing to extend the time of payment in accordance with the provision of this instrument.

Now Therefore, in consideration of the sum of One Dollar in hand paid by the parties of the second part to the party of the first part, receipt of which is hereby acknowledged, as well as other valuable consideration, and party of the first part agreeing to the additional terms and conditions provide for herein, it is agreed between the parties hereto as follows:

- (1) That the date of the final payment on the said Deed of Trust is hereby extended to **27th day of January, 2043**.
- (2) That the Deed of Trust is hereby amended to include the following notices:

NOTICE: This Deed of Trust secures credit in the amount of **\$250,000.00**. 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.

NOTICE: This Deed of Trust contains an open-end feature and an after-acquired property clause.

(3) That, notwithstanding the foregoing provisions or anything to the contrary contained in said Deed of Trust, if the parties of the second part shall be in default for more than thirty days in making payment of any monthly installment, as herein provided then after such default has occurred, the party of the first part may declare the balance then unpaid on said Deed of Trust and payable forthwith, and may foreclosure said Deed of Trust in accordance with the terms, conditions, and provisions thereof.

(4) That the terms, conditions, and provisions of said Deed of Trust are hereby ratified and confirmed in all respects, matters and things except wherein the same are modified by this instrument

(5) That at any time and from time to time until payment in full of the obligations, Grantors will, at the request of Grantee, promptly execute and deliver to Grantee such additional instruments as may be reasonably required to further evidence the lien of this Deed of Trust and to further protect the security interest of Grantee with respect to the premises, including, but not limited to, additional security agreements, financing statements and continuation statements. Any expenses incurred by Grantee in connection with the recordation of any such instruments shall become additional obligations of Grantors secured by this Deed of Trust. Such amounts shall be immediately due and payable by Grantors to Grantee.

(6) That this agreement shall not create any merger or alter or prejudice the rights and priorities of the party of the first part, its successors, and assigns, and if so construed, then, in such event, this agreement shall be void and of no effect.

This agreement shall be binding upon the successors, heirs, administrators, and assigns of the respective parties hereto.

In Witness Whereof, the party of the first part has caused this instrument to be executed for and on its behalf by its AVP/Personal Banker and its corporate seal hereunto affixed on the 10th day of January, 2023, and on the same day the parties of the second part have hereto set their hand.

LINCOLN SAVINGS BANK

BY: Kristin Fuller
Kristin Fuller / AVP/Personal Banker

Grantors:

Barry F. Madden (L.S.)
Barry F. Madden

Sallie A. Madden
Sallie A. Madden

STATE OF IOWA

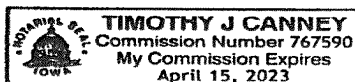
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COUNTY OF DALLAS

On this 10th day of January, A.D., 2023, before me a Notary, in and for said County, personally appeared Kristin Fuller, to me personally known, who being by me duly (sworn or affirmed) did say that person is the AVP/Personal Banker of said corporation, that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and the said AVP/Personal Banker acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

And, at the same time, personally appeared Barry F. Madden and Sallie A. Madden; husband and wife, to me, known to be the parties named in and who executed the foregoing instrument, and acknowledged that she executed the same as their voluntary act and deed.

My commission Expires:



Timothy J. Canney
Notary Public in the State of Iowa