



Document 2023 1582

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BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

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

Prepared By: AMERICAN STATE BANK - WINTERSET

Return To: REED KALE  
AMERICAN STATE BANK  
809 N. JOHN WAYNE DR  
WINTERSET, IA 50273

*809 N. John Wayne Dr.  
Winterset, IA 50273  
Phone: 515-462-5090*

### MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 07/03/2023  
\_\_\_\_\_. The parties and their addresses are:

MORTGAGOR: LUCAS L GARRETT  
JULIA A SCADDEN  
2378 CARVER ROAD  
WINTERSET, IA 50273

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

LENDER: AMERICAN STATE BANK - WINTERSET  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA  
809 N. JOHN WAYNE DR.  
WINTERSET, IA 50273

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 09/26/2022  
\_\_\_\_\_ and recorded on 09/27/2022 \_\_\_\_\_. The Security Instrument was  
recorded in the records of MADISON  
County, Iowa at BOOK 2022 PAGE 2822 \_\_\_\_\_. The property is located  
in MADISON County at 2378 CARVER ROAD WINTERSET, IA 50273

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 PAGE ONE OF FOUR.)

Parcel "K" located in the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Twelve (12),  
Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,  
containing 7.81 acres, more or less, as shown in Plat of Survey filed in Book 2016, Page 3370 on November  
9, 2016, in the Office of the Recorder of Madsion County, Iowa.

REAL ESTATE MODIFICATION-IOWA

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(page 1 of 4)

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 253,500.00 . 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.)*

THE PROMISARY NOTE SIGNED BY LUCAS GARRET AND JULIA SCADDEN (THE "BORROWER") AND DATED THE SAME DATE AS THIS SECURITY INSTRUMENT (THE "NOTE"). THE NOTE STATES THAT BORROWER OWES LENDER TWO HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (U.S. \$253,500) PLUS INTEREST. BORROWER HAS PROMISED TO PAY THIS DEBT IN REGULAR PERIODIC PAYMENTS AND TO PAY THE DEBT IN FULL NOT LATER THAN 07/05/2053.

**MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ \_\_\_\_\_  which is a \$ \_\_\_\_\_  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:**

[Signature] LUCAS GARRETT 7-3-2023  
(Signature) (Date)

[Signature] JULIA SCADDEN 7-3-2023  
(Signature) (Date)

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

**LENDER:**

By [Signature]  
REED KALE - ASSISTANT VICE PRESIDENT

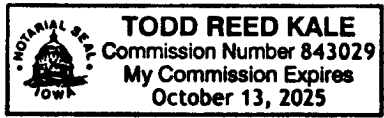
**ACKNOWLEDGMENT:**

(Individual) STATE OF IOWA, COUNTY OF MADISON } ss.  
On this 3RD day of JULY 2023, before me, a  
Notary Public in the state of Iowa, personally appeared \_\_\_\_\_

\_\_\_\_\_ 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)

[Signature]  
(Notary Public)



**ACKNOWLEDGMENT:**

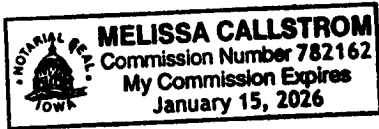
(Lender) STATE OF IOWA, COUNTY OF MADISON } ss.  
On this 3RD day of JULY 2023, before me, a  
Notary Public in the state of Iowa, personally appeared REED KALE

\_\_\_\_\_, to me personally known, who  
being by me duly sworn or affirmed did say that person is ASSISTANT 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 ASSISTANT VICE PRESIDENT and the said  
ASSISTANT VICE PRESIDENT

acknowledged the execution of said instrument to be the voluntary act and deed of  
said entity by it voluntarily executed.

My commission expires:  
(Seal)

Melissa Callstrom  
(Notary Public)



Loan origination organization  
NMLS ID 456467  
Loan originator  
NMLS ID 2428491