

BK: 2023 PG: 3085
Recorded: 12/18/2023 at 2:44:02.0 PM
Pages 4
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax:
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

_____[Space Above This Line for Recording Data]_____
Prepared By & Return To:
Craig Smith
West Gate Bank
6003 Old Cheney Road
Lincoln, NE 68516

MIN # 1006514-0000063823-1

MERS Phone: (888) 679-6377

DEED OF TRUST
MODIFICATION AGREEMENT
(Providing for Modification of Property)

This Modification Agreement, ("Agreement"), made this 25th day of October, 2023 between Renee Heckman ("Borrower") and West Gate Bank ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Beneficiary"), amends and supplements the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and (2) the Note described below.

Recitals

1. Borrower has executed a Note dated 1/12/2021 in favor of assigned Lender in the original principal amount of \$235,500.00 (the "Note").
2. Borrower has executed a Security Agreement dated 01/12/2021 and recorded 01/21/2021 in Book 2021 of record page 266 of the Public Records of the Office of Register of Deeds of Madison County, Iowa, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at:

1245 Old Portland Rd.

Van Meter, IA 50261

the real property described being set forth as follows:

The Southeast Quarter (¼) of the Northeast Quarter (¼) of Section (17), Township Seventy-seven (77), Range Twentyseven (27) West of the 5th P.M., Madison County, Iowa

3. Borrower and Lender desire to modify the Security Instrument as provided herein.

Modification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree and amend and modify the Security Agreement as follows:

1. Definitions. Except as otherwise provided herein, terms defined in the Note and Security Agreement shall have the same meaning when used herein. Terms defined in the singular shall have the same meaning when used in the plural and vice versa.
2. Modification of Security Instrument. The Security Instrument is hereby modified as follows:

(A) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Madison, Iowa.

The Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Seventeen (17), Township Seventy-seven (77), Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "F" located in the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Seventeen (17), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 15.09 acres, as shown in Plat of Survey filed in Book 2023, Page 2469 on October 6, 2023, in the Office of the Recorder of Madison County, Iowa and EXCEPT Parcel "G" located in the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Seventeen (17), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 15.08 acres, as shown in Plat of Survey filed in Book 2023, Page 2469 on October 6, 2023, in the Office of the Recorder of Madison County, Iowa.

which currently has the address of 1245 Old Portland Rd., Van Meter, IA 50261.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property


3. Note and Security Agreement Remains in Full Force and Effect. All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

Borrower understands and agrees that:

1. All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
2. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
3. All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
4. Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
5. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Integrated Agreement; Amendment. This Modification constitutes the entire agreement between Borrower and Lender concerning modification of the Security Instrument and may not be altered or amended except by written agreement signed by Borrower and Lender.

WEST GATE BANK ("Lender")

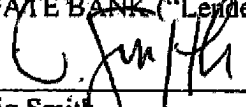
By: 
 Renee Heckman, ("Borrower")

By: _____

Date: 10/24/23

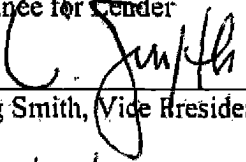
Date: _____

WEST GATE BANK ("Lender")

By: 
 Craig Smith
 Customer Service Manager
 Mortgage Loan Servicing

Date: 10/26/23

Mortgage Electronic Registration Systems, Inc.
 As Nominee for Lender

By: 
 Craig Smith, Vice President

Date: 10/26/23

ACKNOWLEDGMENT

STATE OF Iowa)
) ss:
COUNTY OF Polk)

I, D. Michael Craighead, a Notary Public in and for said county and state, do hereby certify that Renee Heckman, personally appeared before me and is (are) know to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be theirs, free and voluntary act and deed that they executed said instrument for the purposes and uses therein set forth

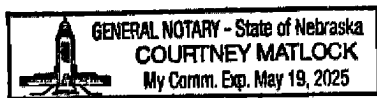
Witness my hand and official seal this 26 day of October, 2023.



D. Michael Craighead
Notary Public
My Commission Expires: 6-24-2025

STATE OF Nebraska)
) ss:
COUNTY OF Lancaster)

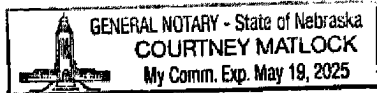
On the 26 day of October, 2023, before me, a Notary Public, personally appeared Craig Smith, to me know, who being duly sworn, did say that he is the A.V.P. - Customer Service Manager of West Gate Bank, and that said instrument was signed on behalf of said corporation.



Courtney Matlock
Notary Public
My Commission Expires: May 19, 2025

STATE OF Nebraska)
) ss:
COUNTY OF Lancaster)

On the 26 day of October, 2023, before me, a Notary Public, personally appeared Craig Smith, to me know, who being duly sworn, did say that he is the Vice President of Mortgage Electronic Registrations Systems, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation.



Courtney Matlock
Notary Public
My Commission Expires: May 19, 2025