

BK: 2024 PG: 1652
Recorded: 7/12/2024 at 12:42:27.0 PM
Pages 4
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

_____ State of Iowa _____ Space Above This Line For Recording Data _____

Prepared By:

Sofia Desoto 515-986-2265
100 NE Jacob St., Po Box 590
Grimes, IA 50111

Return To:

Sofia Desoto 515-986-2265
100 NE Jacob St., Po Box 590
Grimes, IA 50111

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is July 11, 2024. The parties and their addresses are:

MORTGAGOR:

Juan C Saavedra and Jessica Ann Saavedra
Husband and Wife
1104 Marshall St
Des Soto, IA 50069

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

LENDER:

City State Bank
Organized and existing under the laws of the state of Iowa
100 NE Jacob St., Po Box 590, Grimes, IA 50111

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated May 07, 2024 and recorded on May 08, 2024. The Security Instrument was recorded in the records of Madison County, Iowa at Book: 2024 Page: 991. The property is located in Madison County at 2335 130th St., Van Meter, IA 50261. Parcel # 141021760022000.

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 _____.)

Lot Two (2) of THE FARM AT BADGER CREEK SUBDIVISION, located in the Southeast Quarter (1/4) of the Southwest Quarter (1/4) and in the Northeast Quarter (1/4) of the Southwest 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.

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 585,000.00. 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.

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.)*

Mortgage loan limit will be increased to \$585,000.00

Original mortgage dated September 22, 2023 recorded on October 3, 2023 Book: 2023 Page: 2442 was modified on May 07, 2024. Recorded on May 8, 2024 Book: 2024 Page 991.

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$ 585,000.00 which is a \$ 30,000.00 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) Juan C Saavedra (Date) _____
(Signature) Jessica Ann Saavedra (Date) _____
(Signature) _____ (Date) _____

LENDER:

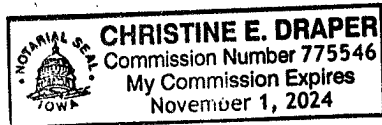
By Christine Draper
Christine E Draper, VP Real Estate Lending

ACKNOWLEDGMENT:

(Individual) STATE OF Iowa, COUNTY OF Polk } ss.
On this 11th day of July, 2024, before me, a
Notary Public in the state of Iowa, personally appeared Juan C Saavedra and
Jessica Ann Saavedra 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)

Christine Draper
(Notary Public)



ACKNOWLEDGMENT:

(Lender) STATE OF Iowa, COUNTY OF Polk } ss.
On this 11th day of July, 2024, before me, a
Notary Public in the state of Iowa, personally appeared Christine E Draper
Christine E Draper, to me personally known, who
being by me duly sworn or affirmed did say that person is Vice President, Real Estate
Lending 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 Vice President, Real Estate Lending and the said
Christine E Draper
acknowledged the execution of said instrument to be the voluntary act and deed of
said entity by it voluntarily executed.

My commission expires:
(Seal)

Jay L Firkins
(Notary Public)



Loan origination organization City State Bank
NMLS ID 416698
Loan originator Christine E. Draper
NMLS ID 815246