

BK: 2024 PG: 2114
Recorded: 8/30/2024 at 11:03:44.0 AM
Pages 5
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

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

Prepared By: AMERICAN STATE BANK - WINTERSET
809 N. WAYNE DR
WINTERSET, IA 50273
515-462-5090

Return To: AMERICAN STATE BANK
809 N. JOHN WAYNE DR
WINTERSET, IA 50273
515-462-5090

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 08/27/2024
_____. The parties and their addresses are:

MORTGAGOR: DAVID H BRETZ AND KATHLEEN R BRETZ
2676 222ND CT 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 08-17-2023
and recorded on 08-24-2023. The Security Instrument was
recorded in the records of MADISON
County, Iowa at Book 2023 Page 2005. The property is located
in MADISON County at 2676 222ND CT 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 SEE ATTACHED.)

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 101,653.45 . 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 DAVID BRETZ AND KATHLEEN BRETZ (THE "BORROWER") AND DATED THE SAME DATE AS THIS SECURITY INSTRUMENT (THE "NOTE"). THE NOTE STATES THAT BORROWER OWES LENDER ONE HUNDRED ONE THOUSAND SIX HUNDRED FIFTY-THREE AND 45/100 DOLLARS (U.S. \$101,653.45) PLUS INTEREST. BORROWER HAS PROMISED TO PAY THIS DEBT IN REGULAR PERIODIC PAYMENTS AND TO PAY THE DEBT IN FULL NOT LATER THAN 08/30/2034.

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:

Kathleen R Bretz 8-27-2024
(Signature) (Date)

David H Bretz 8-27-2024
(Signature) (Date)

(Signature) (Date)

LENDER:

By Todd Reed Kale
REED KALE - VICE PRESIDENT

ACKNOWLEDGMENT:

(Individual) STATE OF Iowa, COUNTY OF Madison } ss.
On this 27th day of August 2024, before me, a
Notary Public in the state of Iowa, personally appeared
David Bretz and Kathleen Bretz 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)

Todd Reed Kale
(Notary Public)



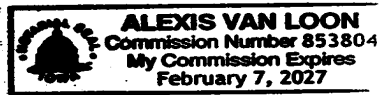
ACKNOWLEDGMENT:

(Lender) STATE OF Iowa, COUNTY OF Madison } ss.
On this 27th day of August, 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 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 VICE PRESIDENT
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)

Ali Van Loon
(Notary Public)



Loan origination organization
NMLS ID 456467
Loan originator
NMLS ID 2428491

Parcel "C" located in the Fractional Northwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Two (2), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 19.62 acres, more or less, as shown in Plat of Survey filed in Book 2018, Page 4102 on December 14, 2018, in the Office of the Recorder of Madison County, Iowa.