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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

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This instrument was prepared by JAYNE MAXWELL, UNION STATE BANK, PO BOX 110, WINTERSET, IA 50273, 515-462-2161

Return To: JAYNE MAXWELL, UNION STATE BANK, PO BOX 110, WINTERSET, IA 50273

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MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is September 23, 2024. The parties and their addresses are:

MORTGAGOR:

ROGER P CANNOY

475 SCENIC DR

TRURO, IA 50257-5700

LYNDSAY M CANNOY

475 SCENIC DR

TRURO, IA 50257-5700

HUSBAND AND WIFE

LENDER:

UNION STATE BANK

Organized and existing under the laws of Iowa

611 W. HWY 92

WINTERSET, IA 50273

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated MAY 1, 2023 and recorded on MAY 05, 2023 (Security Instrument). The Security Instrument was recorded in the records of Madison County, Iowa at BOOK 2023, PAGE 956 and covered the following described Property:

ROGER P CANNOY
Iowa Real Estate Modification

IA/4XXXXX0270000000003477036N

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Lot Twenty-four (24) of Burhans West Addition, City of Truro, Madison County, Iowa.



The property is located in Madison County at 475 SCENIC DR, TRURO, Iowa 50257-5700.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

NOTICE. THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$90,000.00. 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. HOWEVER, THE PRIORITY OF A PRIOR RECORDED MORTGAGE UNDER THIS SECTION DOES NOT APPLY TO LOANS OR ADVANCES MADE AFTER RECEIPT OF NOTICE OF FORECLOSURE OR ACTION TO ENFORCE A SUBSEQUENTLY RECORDED MORTGAGE OR OTHER SUBSEQUENTLY RECORDED OR FILED LIEN.

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$90,000.00. Any limitation of amount does not include interest.

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated , from Mortgagor to Lender, with a modified maximum credit limit of \$90,000.00.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make

additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

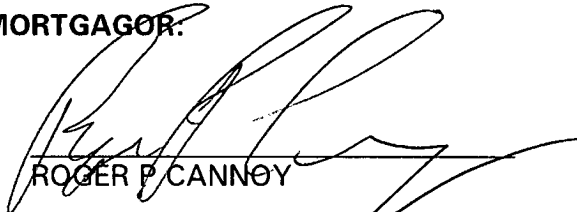
4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

NOTICE TO CONSUMER:

- 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 without penalty and may be entitled to receive a refund of unearned charges in accordance with law.**

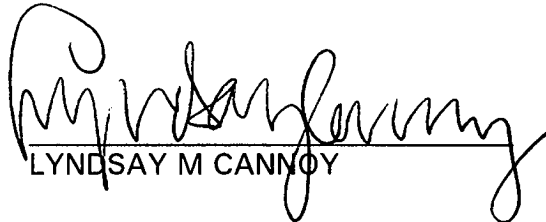
SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:



ROGER P. CANNÖY

Date 9-23-24



LYNDSAY M. CANNÖY

Date 9-23-24

LENDER:

UNION STATE BANK

By *Jeffrey J. Gray*
JEFFREY J. GRAY, SVP

Date 9-23-24

ACKNOWLEDGMENT.

STATE OF IOWA, COUNTY OF MADISON ss.

On this 23rd day of September 2024 before me, a Notary Public in the state of Iowa, personally appeared ROGER P CANNOY , and LYNDSAY M CANNOY , 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:

Jeffrey J. Gray
(Notary Public)



(Lender Acknowledgment)

STATE OF IOWA, COUNTY OF MADISON ss.

On this 23rd day of September 2024 before me, a Notary Public, in and for said county, personally appeared JEFFREY J. GRAY, to me personally known, who being by me duly sworn or affirmed did say that that person is SVP of UNION STATE BANK and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said SVP acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

My commission expires: *5/6/2026*

Jayne Maxwell

(Notary Public)

