BK: 2024 PG: 2895

Recorded: 12/2/2024 at 1:07:18.0 PM

Pages 5

County Recording Fee: \$27.00 lowa E-Filing Fee: \$3.00 Combined Fee: \$30.00 Revenue Tax: \$0.00

BRANDY L. MACUMBER, RECORDER

Madison County, Iowa

DocuSign Envelope ID: DC0A53C5-16EC-460C-B862-C1E0C9B62C02

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Coastal Community Bank c/o Aven Financial, Inc. 910 Campisi Way Suite 2D Campbell, CA 95008 CCB NMLS # 462289

Property Address: 607 BROWN ST PERU, IA 50222

APN: 930-00-06-00170000

This Instrument Prepared By: Auguste Goodell, Lien Officer Aven Financial, Inc. 910 Campisi Way Suite 2D Campbell, CA 95008

Preparer's TN: 888-966-4655

Augusta Hoodell

[Space Above This Line For Recording Data]_____

AMENDMENT TO DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined as follows. Any capitalized terms not defined herein shall have the same meaning as set forth in the Security Instrument, Original Credit Agreement, or Credit Agreement

- (A) "Security Instrument" means the Deed of Trust recorded in the Office of the Recorder on December 1st, 2023, as Document No. 2935 BOOK 2023 PAGE 2935-2948 for land in the county of MADISON.
- **(B)** "Borrower" is each person listed below. Borrower's address is: 607 BROWN ST, PERU, IA 50222. Borrower is the trustor under the Security Instrument.
- Primary applicant: Brian Swanson
- (C) "Lender" is Coastal Community Bank c/o Aven Financial, Inc.. Lender is a Washington state-chartered commercial bank organized and existing under the laws of the State of Washington. Lender's address is c/o Aven Financial, Inc. 910 Campisi Way Suite 2D, Campbell, CA 95008. Lender is the beneficiary under the Security Instrument.
- (F) "Property" means the real property located at 607 BROWN ST, PERU, IA 50222.
- **(E)** "Original Credit Agreement" refers to the Cardholder Account Agreement signed by Borrower and dated November 27th, 2023.
- **(G) "Credit Agreement Amendment"** refers to any amendment, addendum, or supplement to the Original Credit Agreement, or any other signed and dated document updating or amending terms in the Original Credit Agreement.

AGREEMENT

This Amendment to Deed of Trust ("Amendment"), dated May 15th, 2024, is an agreement by Lender and Borrower to amend and supplement the Security Instrument. Notwithstanding the modifications outlined below, all terms, conditions, and provisions of the Security Instrument not otherwise modified herein, are hereby ratified and confirmed. This Amendment is made part of the Security Instrument and has the same force and effect as if the terms and conditions hereof were originally incorporated in the Security Instrument.

Now, in consideration of the mutual benefits inuring to each other, it is understood and agreed by and between Lender and Borrower that the terms and conditions of the Security Instrument are modified as follows:

1. Amendment to Secured Agreement. Whereas the Security Instrument initially secured the Original Credit Agreement, Lender and Borrower agree to amend the Security Instrument to secure the Credit Agreement Amendment.

2. Amendment to Credit Limit. Whereas the Original Credit Agreement extended a Credit Limit (as defined in the Original Credit Agreement) of \$13,000 Dollars (U.S. \$13,000), Lender and Borrower agree to amend the Security Instrument to reflect a Credit Limit of \$42,000 Dollars (U.S. \$42,000) pursuant to the Credit Agreement Amendment signed by the Borrower and dated May 15th, 2024.

Accordingly:

THIS AMENDMENT SECURES A CREDIT AGREEMENT AMENDMENT THAT PROVIDES FOR A VARIABLE RATE AND THE RIGHT TO REPAY AND REBORROW ON A REVOLVING BASIS. THE MAXIMUM AMOUNT TO BE ADVANCED PURSUANT TO THE CREDIT AGREEMENT AMENDMENT IS \$42,000 AND, ACCORDINGLY, LOANS AND ADVANCES UP TO THIS AMOUNT (TOGETHER WITH INTEREST AND FEES) SHALL BE VALID AND HAVE PRIORITY OVER ALL INTEREST. LIENS AND ENCUMBRANCES RECORDED OR OTHERWISE ATTACHING SUBSEQUENT TO THE DATE HEREOF. This Amendment secures a revolving credit loan and shall secure not only presently existing indebtedness under the Credit Agreement Amendment, but also future advances, whether those advances are obligatory or to be made at Lender's option, or otherwise, to the same extent as if any such future advances were made on the date of the execution of this Amendment, although there may be no advances made at the time of the execution of this Amendment and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Amendment will be valid as to all indebtedness secured by this Amendment, including future advances, from the time of its filing for record in the recorder's office of the county in which the Property is located. The total amount of indebtedness secured by this Amendment may increase or decrease from time to time, as provided in the Credit Agreement Amendment, and any advances or disbursements which Lender may make pursuant to the terms of this Amendment, the Credit Agreement Amendment, or any other related document (including, but not limited to, for payment of taxes, special assessments, insurance premiums or other advances to protect Lender's liens and security interests on the Property) shall be additional indebtedness secured hereby. Except for any deed of trust, mortgage or other voluntary security instrument that is senior in lien priority to this Amendment as of the date the Amendment was recorded, this Amendment will be valid and have priority over all subsequent liens and encumbrances, including statutory liens, except taxes and assessments levied on the Property not yet due and payable, to the extent of the maximum amount secured hereby.

Signature Page for Amendment to Deed of Trust

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Amended Deed of Trust, including those provisions provided in the Amendment.

Date: 5/15/2024

DocuSigned by:

-4AE603F53000458...

Brian Swanson

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NOTARIAL CERTIFICATE

Remote Acknowledgement for Principal Located in the US

Title of Document(s): Amendment to Deed of Trust

State of Montana County of Ravalli

This record was acknowledged before me by the use of communication technology on $\frac{5/15/2024}{}$, by Brian Swanson, who was located in Waukee, IA at the time of this notarial act.

-DocuSigned by:

-24F6CA9FEB03476...

Steven Thurman, Notary Public

Notarized online using audio-visual communication

DocuSigned by:

SEAL STEOF MONTH

STEVEN THURMAN
NOTARY PUBLIC for the
State of Montana
Residing at Corvallis, Montana
My Commission Expires
June 20, 2026

EXHIBIT A-PROPERTY LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE STATE OF IA, COUNTY OF MADISON, WITH A SITUS ADDRESS OF 607 BROWN ST, PERU IA 50222-8246 RO01 CURRENTLY OWNED BY SWANSON BRIAN HAVING A TAX ASSESSOR NUMBER OF 930-00-06-00170000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS W313.5' O.L. 47 &ALL 48 EX 77.5'X142.3' SW COR O.L. LOT 48 OUT LOTS NE NW ADDN VIN#485767917 AND DESCRIBED IN DOCUMENT NUMBER 3544 DATED 10/12/2018 AND RECORDED 11/02/2018 .