

BK: 2025 PG: 102
Recorded: 1/13/2025 at 12:00:08.0 PM
Pages 6
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$35.00
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

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

Prepared By:
Crystal Gurwell 515-981-4234
801 Main St
Norwalk, IA 50211

Return To:
Crystal Gurwell 515-981-4234
801 Main St
Norwalk, IA 50211

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is December 31,
2024. The parties and their addresses are:

MORTGAGOR:

Jeff E Hayes Sr & Cindy S Hayes, husband and wife
Jason Hayes & Ashley Hayes, husband and wife
Jeffery E Hayes Jr & Amber Hayes, husband and wife

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

LENDER:

City State Bank, organized and existing under the laws of Iowa
801 Main St PO Box 159
Norwalk, IA 50211

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated November 30,
2009 and recorded on December 1, 2009. The Security Instrument was
recorded in the records of Madison
County, Iowa at Book 2009 Page 3634. The property is located
in Madison County at 181 Acres M/L Farmland.

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 page 6.)

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 225,000
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.)*

extend maturity to 11/30/2039

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.

ACKNOWLEDGMENT:

(Lender) STATE OF Iowa, COUNTY OF Warren } ss.
On this 31st day of December, before me, a
Notary Public in the state of Iowa, personally appeared George Meinecke III
George Meinecke III, to me personally known, who
being by me duly sworn or affirmed did say that person is Chief Lending Officer
George Meinecke III 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 Chief Lending Officer and the said
George Meinecke III
acknowledged the execution of said instrument to be the voluntary act and deed of
said entity by it voluntarily executed.


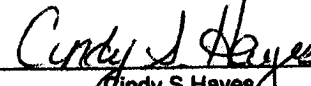
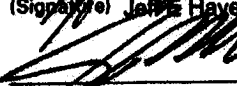
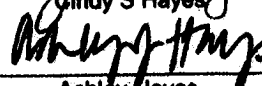


My commission expires: 05/10/2025 Lauryn Juel
(Seal) (Notary Public)



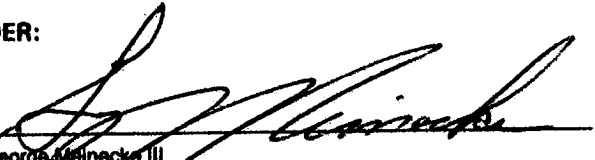
Loan origination organization City State Bank
NMLS ID 416698
Loan originator George Meinecke III, Chief Lending Officer
NMLS ID

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) Jeff E Hayes Sr	1-8-25 (Date)	 Cindy S Hayes	1-8-25 (Date)
 (Signature) Jason Hayes	1-11-25 (Date)	 Ashley Hayes	1-11-25 (Date)
 (Signature) Jeffrey E Hayes Jr	(Date)	 Amber Hayes	1-8-25 (Date)

LENDER:

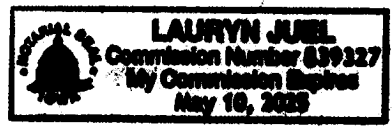
By 
George Melnecke III

ACKNOWLEDGMENT:

(Individual) STATE OF Iowa COUNTY OF Warren) ss.
On this 8th day of January, 2025, before me, a Notary Public in the state of Iowa, personally appeared Jeff E Hayes Sr & Cindy Hayes husband and wife 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: 05/10/2025
(Seal)


(Notary Public)

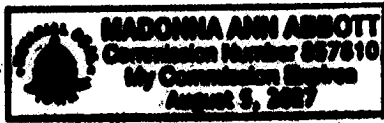


ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF Warren, ss:

On this 11 day of January, 2025, before me, a Notary Public in and for said county, personally appeared Jason Hayes and Ashley Hayes, husband and wife to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledge that he/she/they executed the same as his/her/their voluntary act and deed

My commission expires: Aug 5, 2027



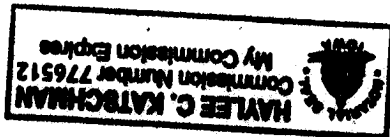
(Notary Public) Madonna Abbott

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF Warren, ss:

On this 8 day of January, 2025, before me, a Notary Public in and for said county, personally appeared Jeffery E Hayes Jr and Amber Hayes, husband and wife, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledge that he/she/they executed the same as his/her/their voluntary act and deed

My commission expires:



Haylee Katschman
(Notary Public)

EXHIBIT A

The North 95 Acres of the Northeast Fractional Quarter (1/4) of Section Thirteen (13) in Township Seventy-Six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, Except Parcel "D" located in the Fractional Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirteen (13), Township Seventy-Six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 3.00 acres as shown in Plat of Survey filed in Book 2009, Page 3463 on November 16, 2009, in the office of the Recorder of Madison County, Iowa

AND

The Southwest Quarter (1/4) of the Northeast Quarter (1/4), the Northeast Quarter (1/4) of the Northwest Quarter (1/4), and the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Thirty-Three (33), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa EXCEPT Parcel "A" located in the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of said Section Thirty-three (33) containing 15.016 acres, as shown in Plat of Survey filed in Book 2002, Page 218 on January 15, 2002, in the Office of the Recorder of Madison County, Iowa; AND Twenty (20) acres off the West side of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Thirty-three (33) described as follows: commencing at a point on the North line of said last described 40-acre tract where said line crosses the center of Middle River, and running thence West along said North line to the Northwest Corner of said last described 40-acres tract, thence South, along the West line thereof to the Southwest Corner of said last described 40 acre tract, thence East along the South line to a point therein from which a line running North parallel with the West line of said last described 40-acre tract to the center of Middle River and thence along the center of Middle River to the place of beginning, would include within said line 20 acres