

BK: 2026 PG: 691
Recorded: 3/16/2026 at 8:50:38.0 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

FIRST MODIFICATION OF MORTGAGE

Preparer Information: Sam Swalwell
1704 S Marshall St
Boone, IA 50036
(515) 433-4499

Taxpayer Information: Edwin and Jenifer Ware
1636 25th Ave SW
Altoona, IA 50009

Return Document To: VisionBank of Iowa
Attn: Sam Swalwell
1704 S. Marshall St
Boone, IA 50036

Grantors: Edwin John Ware and Jenifer Lyn Ware

Grantees: VisionBank of Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents: BK: 2026 PG: 496

FIRST MODIFICATION OF MORTGAGE

This First Modification of Mortgage ("First Modification") is made as of the 13th day of March, 2026.

RECITALS

A. Edwin John Ware and Jenifer Lyn Ware, A Married Couple, as joint tenants with full rights of survivorship and not as tenants in common ("Borrower") granted a mortgage lien to VisionBank of Iowa ("Lender") under a Mortgage dated February 23, 2026 ("Mortgage") which secured payment of a note and obligations owing by Borrower to Lender in the principal amount of \$425,000.00. The Mortgage was recorded in the office of the Recorder of Madison County, Iowa, on February 25, 2026 as BK: 2026 PG: 496. The Mortgage covers real estate situated in Madison County, Iowa legally described as:

A tract of land located in the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Twenty-one (21), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa, more particularly described as follows, to-wit: Commencing at a point 981.54 feet North of the Southeast corner of said Section Twenty-one (21), thence continuing North 336.50 feet, thence North 87°10'09" West 646.13 feet, along the North line of the Southeast Quarter (¼) of the Southeast Quarter (¼) of said section, thence South 00°28'56" West 336.50 feet, thence South 87°10'50" East 648.96 feet to the point of beginning, containing 5 acres.

B. Contemporaneously with the execution of this First Modification, Borrower and Lender are entering into a new Note or Loan Agreement (the "Loan Agreement") wherein, subject to the terms and conditions therein, Lender has agreed to increase the limit of the funds loaned to Borrower in the aggregate principal amount of \$455,000.00, which loans are secured by the Mortgage.

C. Borrower and Lender desire that the Mortgage be modified as herein provided, but that all terms not so modified remain unchanged and in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants herein contained it is agreed:

1. The Recitals set forth in this First Modification are true and correct and are hereby made an integral part of this First Modification.

NOW, THEREFORE, in consideration of the making of the Loan and the sum of One and 00/100 Dollar (\$1.00) and other valuable consideration to Borrower in hand paid, the receipt of which is hereby acknowledged, and for the purpose aforesaid, Borrower hereby mortgages, grants, bargains, sells, and conveys unto Lender, its successors and assigns, forever, with a power of sale, and grants to Lender a security interest in all of its right, title and inepstest in all of the following properties hereinafter

set forth (all of the following being hereinafter collectively referred to as the "Premises"):"

2. Borrower does hereby forever release and discharge Lender, its officers, directors, attorneys, agents and employees from all causes of action, suits, claims and demands of every kinds and character, without limit, including any action in law or equity, which Borrower now has or may ever have had against Lender if the circumstances giving rise to such causes of action, suits, claims and demands arose prior to the date of this First Modification.

3. Except as expressly modified above, the terms of the Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this First Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this First Modification shall constitute a satisfaction of the Note or other obligations secured by the Mortgage. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this First Modification. If any person who signed the original Mortgage does not sign this First Modification, then all persons signing below acknowledge that this First Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this First Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.


BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS FIRST MODIFICATION AND AGREES TO ITS TERMS.

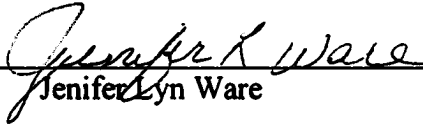
BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS FIRST MODIFICATION AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

(The rest of this page intentionally left blank – Signature Pages Attached)

Signature Pages – First Modification of Mortgage – Ware Mortgage 2026-496


BORROWER:

By: 
Edwin John Ware

By: 
Jenifer Lyn Ware

STATE OF IOWA)
) ss
COUNTY OF STORY)

This instrument was acknowledged before me on this 13th day of MARCH 2026
by Edwin John Ware and Jenifer Lyn Ware, a married couple.



Notary Public in the State
Iowa



Signature Pages – First Modification of Mortgage – Ware Mortgage 2026-496

LENDER:

VISIONBANK OF IOWA

By: 
Greg Gibb, Vice President

STATE OF IOWA)
) ss
COUNTY OF STORY)

This instrument was acknowledged before me on this 13th day of March 13
2026 by Greg Gibb as Vice President for VisionBank of Iowa.


Notary Public in the State
Iowa

