

Document 2017 2979

Book 2017 Page 2979 Type 04 001 Pages 5 Date 9/21/2017 Time 10:04:08AM

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LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

——— Space Above This Line For Recording Data ———— — State of Iowa — Prepared By: ROBERT CARMAN AMERICAN STATE BANK -WINTERSET 809 NORTH JOHN WAYNE DRIVE, WINTERSET, IA 50273 (515) 462-5090 / Return To: AMERICAN STATE BANK -WINTERSET 809 NORTH JOHN WAYNE DRIVE WINTERSET, IA 50273 MODIFICATION OF OPEN-END MORTGAGE DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 09-15-2017 . The parties and their addresses are: MORTGAGOR: TRACY A. HOOVER AND SHARON HOOVER, AS HUSBAND AND 1111 DOUBLE GATE ROAD DAVIDSVILLE, MD 21035 ☐ 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 NORTH JOHN WAYNE DRIVE WINTERSET, IA 50273 BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 03-09-2017 and recorded on 03-09-2017 . The Security Instrument was recorded in the records of MADISON County, Iowa at BOOK 2017 PAGE 779 . The property is located County at 1717 W SUMMIT, in MADISON 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 5 SEE EXIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE APART

HEREOF.

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.)

MORTAGE AMOUNT INCREASED TO \$500,000

	LIMIT. The total	principal amount s	secured by the	Security
Instrument at any one time w	ill not exceed \$ <u>500</u>	,000.00	🛚 🗶 v	which is a
\$ <u>100,000.00</u>				
secured. This limitation of a				
validly made pursuant to th				
advances made under the te				urity and
to perform any of the covenai	nts contained in the S	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.

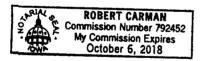
## NOTICE TO CONSUMER (For purposes of this Notice, "You" means Mortgagor)

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:	al/-
(Signature) TRACY A. HOOVER	/ (Date)
(Signature) SHARON HOOVER	Affin POA 9/,5
(Signature)	(Date)
LENDER: AMERICAN STATE BANK - WINTE	RSET
By ROBERT CARMAN, VICE PRESIDENT	1P
ACKNOWLEDGMENT:	
(Individual) On this 15TH day of SE	_, COUNTY OF <u>MADISON</u> } ss.  PTEMBER, 2017 , before me, a ersonally appeared <u>TRACY A. HOOVER;</u>
SHARON HOOVER, AS HUSBAN	
known to be the person(s) named	in and who executed the foregoing instrument, y executed the same as his/her/their voluntary
My commission expires: 10-06-201 (Seal)	8 M
	(Notary Public)

ROBERT CARMAN



ACKNO	WLEDGMENI:				
	STATE OF IOWA		_, COUNTY OF MA	ADISON	} ss.
(Lender)	On this 15TH	_day of <u>SE</u>	PTEMBER, 2017		_, before me, a
	Notary Public in the sta	te of lowa, p	ersonally appeared	ROBERT CA	RMAN
				to me personal	ly known, who
	being by me duly swor				
			entity, (that seal af		
	seal of said entity or		•		
	instrument was signed	l and sealed	, if applicable, on	behalf of the	• •
	authority of its				and the said
	VICE PRESIDENT				
	acknowledged the exe	cution of said	d instrument to be	the voluntary a	act and deed of
	said entity by it volunta	rily executed	l	0.	1.
			$\mathcal{M}_{\mathcal{L}}$	$\mathcal{L}$	//14
	My commission expires	:	Meusi	a wy	'go
	(Seal)		7	(Notary Public)	
	SHE MELICEA CA				
	MELISSA CA Commission Nu My Commission	LLSTROM			
	My Commissi	11Der /82162			
	January 15	, 2020			

Loan origination organization NMLS ID Loan originator NMLS ID

## **EXHIBIT "A"**

## **LEGAL DESCRIPTION:**

A tract of land located in the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Thirty-five (35), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, lowa, more particularly described as follows, to-wit: Commencing at a point 60 feet North and 430 feet West of the Southeast Corner of said Section Thirty-five (35), and running thence North 208.71 feet, thence West 208.71 feet, thence South 208.71 feet, thence East 208.71 feet to the place of beginning.

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