



Document 2017 3378

Book 2017 Page 3378 Type 04 002 Pages 5
Date 10/27/2017 Time 10:34:37AM
Rec Amt \$27.00

INDX
ANNO
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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

Prepared By: MARK L. BEATTY

1
1
FREEDOM FINANCIAL
BANK

1255 JORDAN CREEK PARKWAY, WEST DES MOINES, IA 50266 (515) 223-1113

Return To: FREEDOM FINANCIAL
BANK

1255 JORDAN CREEK
PARKWAY WEST DES MOINES, IA 50266

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 10-25-2017
_____. The parties and their addresses are:

MORTGAGOR: KURT D. LEMKE AND MARY M. LEMKE, AS HUSBAND AND WIFE
1190 PRAIRIE VIEW AVENUE
VAN METER, IA 50261

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

LENDER: FREEDOM FINANCIAL BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA
1255 JORDAN CREEK PARKWAY
WEST DES MOINES, IA 50266

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 04-04-2007
_____ and recorded on 04-11-2007 _____. The Security Instrument was
recorded in the records of MADISON
County, Iowa at BOOK 2007, PAGE 1457 _____. The property is located
in MADISON _____ County at 1190 PRAIRIE VIEW AVENUE,
VAN METER, IA 50261 _____.

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 5 _____.)

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 100,000.00
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.

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.)*

ANY AND ALL DEBTS OF MORTGAGORS.

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$ 100,000.00 which is a \$ 80,000.00 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.

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:

Kurt D. Lemke 10-26-17
(Signature) KURT D. LEMKE (Date)

Mary M. Lemke 10-26-17
(Signature) MARY M. LEMKE (Date)

(Signature) (Date)

LENDER: FREEDOM FINANCIAL BANK

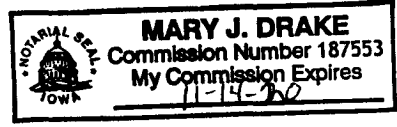
By Mark L. Beatty
MARK L. BEATTY, SENIOR VICE PRESIDENT

ACKNOWLEDGMENT:

(Individual) STATE OF IOWA, COUNTY OF Dallas } ss.
On this 26th day of October, 2017, before me, a
Notary Public in the state of Iowa, personally appeared KURT D. LEMKE; MARY
M. LEMKE, AS 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:
(Seal)

Mary J. Drake
(Notary Public)



The Southwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Ten (10), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, **except** a parcel of land in the Southwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of said Section Ten (10), more particularly described as follows: Beginning at the Southwest Corner of said Section Ten (10), thence North $00^{\circ}52'39''$ West 295.00 feet along the west line of said Section Ten (10); thence North $90^{\circ}00'00''$ East 442.98 feet; thence South $00^{\circ}52'39''$ East 295.00 feet to the South line of said Section Ten (10); thence South $90^{\circ}00'00''$ West 442.98 feet along said south line to the place of beginning. Said Excepted Parcel contains 3.000 Acres, including 0.576 Acres of Public Road Right of Way,