



Document 2018 444

Book 2018 Page 444 Type 04 002 Pages 4 Date 2/09/2018 Time 10:31:02AM

Rec Amt \$22.00

INDX ANNO SCAN

LISA SMITH, COUNTY RECORDER MADISON COUNTY 10WA

CHEK

| State of Iowa  | Space Above This Line For Recording Data   |
|--|--|
| 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   |  |
| DRIVE WINTERSET  | •  |
| MODIFICATION   | ON OF OPEN-END MORTGAGE  |
|  | this Real Estate Modification (Modification) is <u>01-30-2018</u> parties and their addresses are: |
| MORTGAGOR: BENJAMIN M.<br>HUSBAND ANI<br>2061 226TH C<br>WINTERSET, IA | OT .   |
| ☐ If checked, refer to the attache                                     | d Addendum incorporated herein, for additional Mortgagors,   |
|  | ents. The Addendum is located on   |
| LENDER: AMERICAN STATE   |  |
| ORGANIZED AND E  | XISTING UNDER THE LAWS OF THE STATE OF IOWA  |
| 809 NORTH JOHN   | · - · · · -  |
| WINTERSET, IA 50   | )273   |
| BACKGROUND. Mortgagor and Le   | ender entered into a Security Instrument dated 10-28-2015  |
|  | 1-04-2015 . The Security Instrument was  |
| recorded in the records of MADIS                                       | <u>ON</u>  |
| County, Iowa at BOOK 2015 PA   | GE 3280 . The property is located  |
| in MADISON   | County at 2061 226TH CT, WINTERSET,  |

The property is described as: (If the legal description of the property is not on page one of

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE APART

HEREOF.

this Security Instrument, it is located on \_\_\_\_\_

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ \(\frac{100,000.00}{\text{.000}}\). 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.)

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.

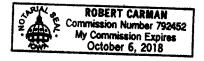
## NOTICE TO CONSUMER

(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         | En = le Mulat  |  | 1/20/18      |
|-------------------|--|--|--------------|
| (Signature) BEN   | JAMIN M. APPLEGATE   |  | (Date)       |
| Catal             | e d'Oppleants  |  | 2/4/18       |
| (Signature) ANGI  | ELA L. APPLEGATE   |  | (Date)       |
| (Signature)       |  |  | (Date)       |
| LENDER: AME       | RICAN STATE BANK - WINTER  | SET  |              |
| By ROBERT C       | CARMAN, VICE PRESIDENT   | <b>)</b>   |              |
| ACKNOWLEDO        | BMENT:   |  |              |
| (Individual) On 1 | TE OF <u>IOWA</u> ,<br>this לא גע אינט ל day of לא day of אינט ל ary Public in the state of Iowa, pers | COUNTY OF MADIJO ~  vu pat' + KERRUNAR'  sonally appeared RENIAMIN M | before me, a |
|                   | PLEGATE; ANGELA L. APPLEGA   |  |              |
| and               | wn to be the person(s) named in acknowledged that he/she/they  | •  | •            |
|                   | and deed. commission expires: /0/06/2 oil (Seal)   | /ll  |              |
|                   | (  | (Notary Public)  |              |



| ACKNOW   | LEDGMENT:  |                   |                     | May: Mr            |                 |  |
|----------|--|-------------------|---------------------|--------------------|-----------------|--|
|          | STATE OF IOWA  |                   | , COUNTY OF         | MUMBIA             | } ss.           |  |
| (Lender) | On this  | day of            |                     | 1                  | , before me, a  |  |
|          | Notary Public in the   | state of lowa, pe | ersonally appeared  | ROBERT CAL         | RMAN            |  |
|          |  |                   |                     | to me personally   |                 |  |
|          | being by me duly sworn or affirmed did say that person is VICE PRESIDENT |                   |                     |                    |                 |  |
|          |  | of said e         | ntity, (that seal a | ffixed to said ins | strument is the |  |
|          | seal of said entity  | or no seal has    | been procured       | by said entity)    | and that said   |  |
|          | instrument was sig   | ned and sealed,   | if applicable, or   | behalf of the      | said entity by  |  |
|          | authority of its   |                   |                     |                    | and the said    |  |
|          | VICE PRESIDENT   |                   |                     |                    |                 |  |
|          | acknowledged the   |                   |                     | the voluntary a    | ct and deed of  |  |
|          | said entity by it volu   | intarily executed |                     | ^                  | $\bigcap$       |  |
|          |  |                   |                     | 100                | 1  0  0         |  |
|          | My commission exp<br>(Seal)  | ires:             |                     | (Notary Public)    |                 |  |

Loan origination organization NMLS ID Loan originator NMLS ID

CONNIE L. SIEFKAS Commission Number 167490 My Commission Expires November 24, 2019