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INDX ✓  
ANNO  
SCAN  
CHEK

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA



Document 2018 444

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INDX ✓  
ANNO  
SCAN

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK ✓

\_\_\_\_\_ State of Iowa \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

Prepared By: ROBERT CARMAN

AMERICAN STATE BANK -  
WINTERSET

✓ Return To: 809 NORTH JOHN WAYNE DRIVE, WINTERSET, IA 50273 (515) 462-5090  
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 01-30-2018

\_\_\_\_\_. The parties and their addresses are:

**MORTGAGOR:** BENJAMIN M. APPLGATE AND ANGELA L. APPLGATE, AS  
HUSBAND AND WIFE *\*THIS MODIFICATION IS BEING RE-RECORDED  
TO INCLUDE LEGAL DESCRIPTION*  
2061 226TH CT  
WINTERSET, IA 50273

If checked, refer to the attached Addendum incorporated herein, for additional Mortgages, 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 10-28-2015  
\_\_\_\_\_ and recorded on 11-04-2015 \_\_\_\_\_ . The Security Instrument was

recorded in the records of MADISON  
County, Iowa at BOOK 2015 PAGE 3280 \_\_\_\_\_ . The property is located  
in MADISON \_\_\_\_\_ County at 2061 226TH CT, 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 \_\_\_\_\_.)

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

**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.)*

**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 \$ 47,000.00  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:**

*Benjamin M. Applegate* 1/30/18  
(Signature) BENJAMIN M. APPLGATE (Date)

*Angela L. Applegate* 2/6/18  
(Signature) ANGELA L. APPLGATE (Date)

\_\_\_\_\_  
(Signature) (Date)

**LENDER: AMERICAN STATE BANK - WINTERSSET**

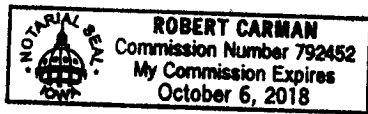
By *Robert Carman*  
ROBERT CARMAN, VICE PRESIDENT

**ACKNOWLEDGMENT:**

(Individual) STATE OF IOWA, COUNTY OF MADISON } ss.  
On this 30TH & 6TH day of JANUARY & FEBRUARY, before me, a Notary Public in the state of Iowa, personally appeared BENJAMIN M. APPLGATE; ANGELA L. APPLGATE, 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: 10/06/2018  
(Seal)

*Robert Carman*  
(Notary Public)

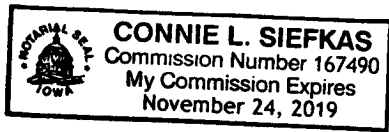


**ACKNOWLEDGMENT:**

(Lender) STATE OF IOWA, COUNTY OF Madison } ss.  
 On this \_\_\_\_\_ day of \_\_\_\_\_, before me, a  
 Notary Public in the state of Iowa, personally appeared ROBERT CARMAN  
 \_\_\_\_\_, to me personally known, who  
 being by me duly sworn or affirmed did say that person is VICE PRESIDENT  
 \_\_\_\_\_ 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 \_\_\_\_\_ and the said  
VICE PRESIDENT  
 acknowledged the execution of said instrument to be the voluntary act and deed of  
 said entity by it voluntarily executed.

My commission expires:  
 (Seal)

Connie Lief  
 (Notary Public)



Loan origination organization  
 NMLS ID  
 Loan originator  
 NMLS ID

EXHIBIT "A"

LOT ONE (1) OF KIPPY RIDGE ESTATES, A SUBDIVISION LOCATED IN THE NORTH HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION TWO (2), TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWNETY-EIGHT (28) WEST OF THE 5<sup>TH</sup> P.M., MADISON COUNTY, IOWA.