BK: 2018 PG: 1471

Recorded: 5/10/2018 at 2:16:09.0 PM

Fee Amount: \$22.00

**Revenue Tax:** 

LISA SMITH RECORDER Madison County, Iowa

Prepared by/Return to: Deere Employees Credit Union Becky Beard 3950 38<sup>th</sup> Avenue Moline IL 61265 309-743-1000

# **NOTE MODIFICATION AGREEMENT**

# THE LEGAL DESCRIPTION CAN BE FOUND ON PAGE ONE OF THIS DOCUMENT

NOTICE TO BORROWER: THIS NOTE MODIFICATION CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTERST RATE. INCREASES IN THE INTERST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

Borrower's Name and Address: Stephan Meyer Lynnette Judd 2309 148 <sup>th</sup> St	DEERE EMPLOYEES CREDIT UNION 3950-38 <sup>TH</sup> Avenue, P. O. Box 339 Moline, Illinois 61265-0339
Winterset IA 50273	"Note Holder" means the Credit Union
EFFECTIVE DATE: May 4, 2018	NEW INTEREST RATE: 4.625%
Loan Number:	NEW NEXT CHANGE DATE 05/01/2023
Current Principal Balance: \$139,583.80	

This Note Modification Agreement is incorporated into and becomes part of your Note and Mortgage. The remaining provisions of your Note and Mortgage remain unchanged Mortgage dated: July 2, 2009 Recorded in the County of Madison as Document Book 2009 Page 2207

Property Address: 2309 148th Winterset IA 50273

Legal Description: See Attached

#### (A) Scheduled Payments

I hereby agree that beginning on Effective Date, shown above, my interest will be charged on my Note to the New Interest Rate, shown above. I will pay interest at the New Interest Rate until a Change Date, as provided hereafter. On a Change Date my interest rate will change thereafter in accordance with this Note Modification Agreement.

## (B) Amount of Scheduled Payments

The amount of my scheduled payments will be in the amount of \$860.72 beginning on June 1, 2018. This amount will change later on a Change Date.

## (C) Scheduled Payment Changes

Changes in my scheduled payments will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my scheduled payment on the Change Date in accordance with this Note Modification Agreement.

#### (D) Change Dates

Each date on which my interest rate could change is called a "Change Date". The interest rate I will pay may change on May 1, 2023 and every year thereafter.

#### (E) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the ONE YEAR TREASURY INDEX. The most recent Index figure available as of 45 days before each Change Date is called the "Current Index". If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

## F) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 3.500 percent to the Current Index. The result of this calculation will be rounded off by the Note Holder to the nearest one-eighth percentage (.125%). Subject to the limitations set forth below, this amount will be my new interest rate until the next Change Date. The Note Holder will then determine the amount of my new scheduled payment that will be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full by the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my new scheduled payment.

### (G) Limits on Interest Rate Changes

My interest rate will never be increased or decreased on any single Change Date by more than 2% from the rate of interest 1 have been paying for the preceding period. My interest rate will never be greater than 9.000% or less than 3.500%.

## H) Effective Date of Interest Rate Changes.

My new interest rate will become effective on each Change Date. I will pay the amount of my new scheduled payment beginning on the first scheduled payment date after the Change Date until the amount of my scheduled payment changes again.

#### (I) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and any changes in my adjustable interest rate before the effective date of any change, The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

All other provisions of my Note, Mortgage and any other loan documents I previously signed are incorporated herein by reference and, except as modified herein, shall remain in full force and effect, including the final maturity.

NOTICE: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. By signing below you agree to the terms of this Note Modification Agreement.  Dated this What agree 2018
Signature  Stephan Meyer  Stephan Meyer  Docusigned by:  Stephan Meyer  Lynette Judd  Signature  CECASB3ED773431  Lynnette Judd  Lynnette Judd
STATE OFIllinois
OFFICIAL SEAL REBECCA L BEARD NOTARY PUBLIC-STATE OF ILLINOIS MY COMMISSION EXPIRES 3-25-19

All that part of the following described real estate that lies within the E 1/2 of the SW 1/4 of the SW 1/4 of Section 29, Township 77 North, Range 27 West of the 5th P.M., Madison County, Iowa: All that part of the E 3/4 of the S 1/2 of the SW 1/4 of Section 29 lying North and East of the public highway and containing 50 acres, more or less, except 8 1/2 acres, more or less, lying North of North Branch and also except a tract beginning at the S 1/4 Corner of Section 29, thence N 89 degrees 05' 00" West 426.35 feet along the South line of said Section; thence N 01 degrees 03' 40" East 771 feet to the centerline of North Branch, thence down stream Northerly along said centerline to the North line of the SE 1/4 of the SW 1/4 of said Section, thence East along said North line a distance of 515 feet to the NE corner of the SE 1/4 of the SW 1/4 of said Section, thence South a distance of 1,310.25 feet to the point of beginning, subject to road easement along the South side thereof and containing 12.95 acres, more or less; all in Township 77 North, Range 27 West of the 5th P.M., Madison County, Iowa.

which currently has the address of

2309 148th Street Winterset, Iowa 50273 ("Property Address"):