



Document 2018 2322

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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

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This instrument was prepared by Erica Carico, Central Bank, 6601 Westown Parkway, Suite 140, West Des Moines, IA 50266, 515-224-2130

Return To: Erica Carico, Central Bank, 6601 Westown Parkway, Suite 140, West Des Moines, IA 50266

**MODIFICATION OF MORTGAGE**

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is July 16, 2018. The parties and their addresses are:

**MORTGAGOR:**

**DJB FAMILY TRUST, LLC**  
An Iowa Limited Liability Company  
1108 Rittenhouse St  
Des Moines, IA 50315

**LENDER:**

**CENTRAL BANK**  
Organized and existing under the laws of Iowa  
6601 Westown Parkway, Suite 140  
West Des Moines, IA 50266

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated July 15, 2016 and recorded on July 19, 2016 (Security Instrument). The Security Instrument was recorded in the records of Madison County, Iowa at Book 2016 Page 2082 and covered the following described Property:

The East 38 feet of the North 78 feet of Lot One (1) of the Southwest Section of the Original Town of St. Charles, Madison County, Iowa



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The property is located in Madison County at 102 W Main Street, St Charles, Iowa 50240.

**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**NOTICE. THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$58,750.00. 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. HOWEVER, THE PRIORITY OF A PRIOR RECORDED MORTGAGE UNDER THIS SECTION DOES NOT APPLY TO LOANS OR ADVANCES MADE AFTER RECEIPT OF NOTICE OF FORECLOSURE OR ACTION TO ENFORCE A SUBSEQUENTLY RECORDED MORTGAGE OR OTHER SUBSEQUENTLY RECORDED OR FILED LIEN.**

**A. Maximum Obligation Limit.** The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$58,750.00. Any limitation of amount does not include interest.

**3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

**4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**SIGNATURES.** By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.


**MORTGAGOR:**

DJB Family Trust, LLC

By   
Debra J Brant, Member

**LENDER:**

Central Bank

By   
Eric Taylor, Vice President

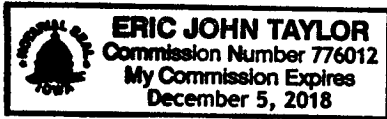
**ACKNOWLEDGMENT.**

STATE OF IOWA, COUNTY OF POLK ss.

On this 16<sup>th</sup> day of JULY, 2018 before me, a Notary Public in and for said county, personally appeared Debra J Brant, to me personally known, who being by me duly sworn or affirmed did say that that person is Member of DJB Family Trust, LLC, a Limited Liability Company and that said instrument was signed on behalf of the said Limited Liability Company by authority of its board of directors/partners/members (or other governing body) and the said Member acknowledged the execution of said instrument to be the voluntary act and deed of said Limited Liability Company by it voluntary executed.

My commission expires:

  
(Notary Public)



(Lender Acknowledgment)

State OF Iowa County OF Des Moines ss.

On this 16<sup>th</sup> day of July, 2018 before me, a Notary Public, in and for said county, personally appeared Eric Taylor, to me personally known, who being by me duly sworn or affirmed did say that that person is Vice President of Central Bank and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said Vice President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

My commission expires:

Eric Taylor  
(Notary Public)