



BK: 2018 PG: 3605
Recorded: 11/7/2018 at 1:58:17.0 PM
Pages 4
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

FOR RECORDER'S USE ONLY

Prepared By: Zachary Karn, Loan Processor III, GREAT WESTERN BANK, 3405 N. Louise Ave., Sioux Falls, SD 57107, (605) 413-4652

ADDRESS TAX STATEMENT:

GREAT WESTERN BANK, 225 S Main Ave, PO Box 2345, Sioux Falls, SD 57104

RECORDATION REQUESTED BY:

GREAT WESTERN BANK, 225 S Main Ave, PO Box 2345, Sioux Falls, SD 57104

WHEN RECORDED MAIL TO:

Great Western Bank, ATTN: CLS Department, 3405 North Louise Ave, Sioux Falls, SD 57107

MODIFICATION OF MORTGAGE



The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 2 of this Modification. The legal description can be found on page 2 of this Modification. The related document or instrument number can be found on page 1 of this Modification.

THIS MODIFICATION OF MORTGAGE dated November 3, 2018, is made and executed between David L Capps, whose address is 2194 265th St, Peru, IA 50222 and Sheryl R Capps, whose address is 2194 265th St, Peru, IA 50222; HUSBAND AND WIFE (referred to below as "Grantor") and GREAT WESTERN BANK, whose address is 225 S Main Ave, PO Box 2345, Sioux Falls, SD 57104 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 4, 2008 (the "Mortgage") which has been recorded in Madison County, State of Iowa, as follows:

Recorded 12/17/2008 in Madison County as Document No. 2008 3642 in Book 2008 Page 3642.

**MODIFICATION OF MORTGAGE
(Continued)**

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REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Madison County, State of Iowa:

A TRACT OF LAND IN THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP 75 NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST QUARTER (1/4) CORNER OF SECTION TWENTY-FIVE (25), IN TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, THENCE SOUTH 00 DEGREES 00'00" 345.0 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION TWENTY-FIVE (25), THENCE NORTH 89 DEGREES 17'12" WEST 442.00 FEET, THENCE NORTH 00 DEGREES 00'00" 345.00 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4), THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 17'12" EAST 442.00 FEET TO THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINS 3.500 ACRES INCLUDING 0.335 ACRES OF COUNTY ROAD RIGHT OF WAY

The Real Property or its address is commonly known as 2194 265th St, Peru, IA 50222.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Extend maturity date to 1/06/2019. All other terms and conditions to remain the same. .

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 3, 2018.

GRANTOR:

X David L Capps
David L Capps

X Sheryl R Capps
Sheryl R Capps

MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Clarke)

This record was acknowledged before me on Nov 3, 2018 by Angela Williams as Branch Manager of GREAT WESTERN BANK.

Jamie Foreman
Notary Public in and for the State of IA
My commission expires 5/15/21

