



Document 2019 1742

Book 2019 Page 1742 Type 04 002 Pages 4

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Rec Amt \$22.00

INDX

ANNO

SCAN

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

**Prepared By:** David A. Koch  
611 W Hwy 92  
Winterset, IA 50273

**Phone:** (515) 462 - 2161

✓ **Return To:** Jayne Maxwell  
611 W Hwy 92  
Winterset, IA 50273

**Full Legal Description Located on Page:** 2

**Lender Name Located on Page:** 1

**Grantor/Mortgagor/Borrower Name Located on Page:** 1

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## Modification of Open-End Mortgage

### With Future Advance Clause

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The date of this Open-End Mortgage ("*Security Instrument*") is June 11, 2019.

**Mortgagor**

Scott Carter  
Spouse of Tina Carter  
Tina Carter  
Spouse of Scott Carter  
918 S 9th Ave  
Winterset, IA 50273

**Date:** June 11, 2019

**Lender**

Union State Bank  
Organized and existing under the laws of the state  
of Iowa  
611 W Hwy 92  
PO Box 110  
Winterset, IA 50273

**Loan Number:** 4260032686

**Background.** Mortgagor and Lender entered into a Security Instrument dated September 10, 2018 and recorded on September 11, 2018. The Security Instrument was recorded in the records of Madison County, Iowa at Book 2018 Page 2934. The property is located in Madison County at 918 S 9th Ave, Winterset, IA 50273.

Described as: Lot Two (2) of Stover Addition, Plat 1, an addition to the City of Winterset, Madison County, Iowa

**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.

A promissory note between Lender and Scott Carter and Tina Carter (the "Borrower") dated September 10, 2018 as modified by the loan modification agreement signed by Borrower and dated the same date as this Modification (the "Loan Modification Agreement"). The Loan Modification Agreement states that Borrower owes Lender Three hundred thirty one thousand five hundred and 00/100 Dollars (U.S. \$331,500.00) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than August 10, 2019.

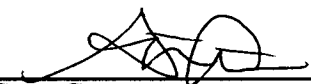
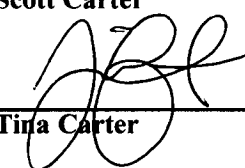
**Maximum Obligation Limit.** The total principal amount secured by the Security Instrument at any one time will not exceed \$331,500.00  which is a \$34,000.00  increase  decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly 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.

**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**

 _____ Scott Carter	6/10/19 _____ Date
 _____ Tina Carter	6/11/19 _____ Date

**Lender**

**Union State Bank**

David A Koch  
David A. Koch, VP Date

**Acknowledgment**

State of Iowa

County of Madison

This instrument was acknowledged before me on June 11, 2019 by Scott Carter.

David A Koch  
Notary Public



David A. Koch  
(Print Name)

My commission expires: \_\_\_\_\_

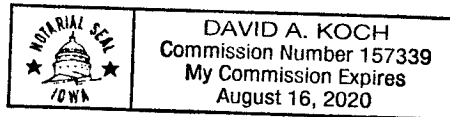
**Acknowledgment**

State of Iowa

County of Madison

This instrument was acknowledged before me on June 11, 2019 by Tina Carter.

David A Koch  
Notary Public



David A. Koch  
(Print Name)

My commission expires: \_\_\_\_\_

Loan Origination Organization: Union State Bank  
NMLS ID: 435185

Loan Originator: David A. Koch  
NMLS ID: 471741

**Acknowledgment**

State of Iowa

County of Madison

This instrument was acknowledged before me on 06/11/19 by David A. Koch, VP of Union State Bank.

*Megan Rhoads*  
Notary Public



Megan Rhoads  
(Print Name)

My commission expires: 07/24/20

Loan Origination Organization: Union State Bank  
NMLS ID: 435185

Loan Originator: David A. Koch  
NMLS ID: 471741