

Document 2019 1791

Book 2019 Page 1791 Type 04 002 Pages 4 Date 6/17/2019 Time 1:44:24PM

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INDX ANNO SCAN

CHEK

LISA SMITH, COUNTY RECORDER

MADISON COUNTY IOWA

Prepared By: Charles Duane Gordon

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

Modification of Open-End Mortgage

With Future Advance Clause

The date of this Open-End Mortgage ("Security Instrument") is June 7, 2019.

Mortgagor

MADISON M. ELIASON An unmarried individual 804 N. 1ST. ST.

WINTERSET, IA 50273

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

Date: June 7, 2019 Loan Number: 4260032787 Background. Mortgagor and Lender entered into a Security Instrument dated January 3, 2019 and recorded on January 4, 2019. The Security Instrument was recorded in the records of MADISON COUNTY, Iowa at 3:43 PM. The property is located in MADISON County at 1100 Mildred CIRCLE, WINTERSET, IA 50273. The original mortgage filed in book 2019 on page 162 on Described as: LOT NINE (9) OF DENWOODPLATO, ANA DOMAN TO THE CITY OF THE

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 MADISON M. ELIASON (the "Borrower") dated January 3, 2019 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 One hundred seventy five thousand and 00/100 Dollars (U.S. \$175,000.00) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than September 3, 2019.

Maximum Obligation Limit. The total principal amount secured by the Security Instrument at any one time will not exceed \$175,000.00 ⋈ which is a \$25,000.00 ⋈ 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

MADISON M. ELIASON

Lender **Union State Bank** a/an Iowa ___ Acknowledgment State of Iowa County of MADISON, IOWA (e)-19 by This instrument was acknowledged before me on ___ MADISON M. ELIASON. My commission expires: _ Acknowledgment State of Iowa County of MADISON, IOWA This instrument was acknowledged before me on DUON GOTOCO, VIO FRESI **MEGAN RHOADS**

My commission expires:

Loan Origination Organization: Union State Bank Loan Originator: Charles Duane Gordon

NMLS ID: 435185 NMLS ID: 471740