



Book 2019 Page 780

2019 780 Type 04 008 Pages 4

Date 4/11/2019 Time 10:05:02AM

Rec Amt \$22.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

____ State of Iowa _____ Space Above This Line For Recording Data _____

Prepared By: COREY D. SUROM

ATKINS SAVINGS BANK &

TRUST PH (319)446-7700

97 MAIN AVE, PO BOX 176, ATKINS, IA 52206 (319) 446-7700

Return To: ATKINS SAVINGS BANK &

TRUST

97 MAIN AVE, PO BOX

176 ATKINS, IA 52206

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 03-13-2019

_____. The parties and their addresses are:

MORTGAGOR: STEVEN T. FUNK, A SINGLE PERSON

1005 195TH AVENUE

EDGEWOOD, IA 52042

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments. The Addendum is located on _____.

LENDER: ATKINS SAVINGS BANK & TRUST

PH (319)446-7700

ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA

97 MAIN AVE, PO BOX 176

ATKINS, IA 52206

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 04-17-2014 and recorded on 04-22-2014. The Security Instrument was

recorded in the records of DELAWARE

County, Iowa at BOOK 2014 PAGE 921. The property is located

in DELAWARE County at 1005 195TH AVENUE,

EDGEWOOD, IA 52042.

The property is described as: (If the legal description of the property is not on page one of this Security Instrument, it is located on _____.)

THE NORTHWEST QUARTER (NW 1/4) OF SECTION THREE (3), TOWNSHIP NINETY (90) NORTH, RANGE FIVE (5), WEST OF THE FIFTH P.M., IN DELAWARE COUNTY, IOWA.

REAL ESTATE MODIFICATION-IOWA

Expens[®] ©2001 Bankers Systems, Inc., St. Cloud, MN Form MMOD-IA 2/1/2013

(page 1 of 4)

LS

2009-3247

SNV.
(X)

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 825,000.00
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.

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. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

THE AMOUNT OF THIS MORTGAGE IS INCREASED FROM \$665,000.00 TO \$825,000.00.

☐ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ _____ ☐ which is a \$ _____ ☐ 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.

NOTICE TO CONSUMER

(For purposes of this Notice, "You" means Mortgagor)

1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time with penalty and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents.

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:


(Signature) STEVEN T. FUNK

3-13-19
(Date)

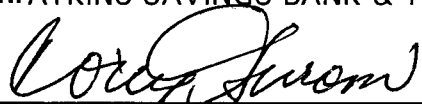
(Signature)

(Date)

(Signature)

(Date)

LENDER: ATKINS SAVINGS BANK & TRUST, PH (319)446-7700

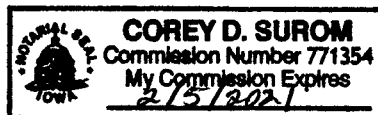
By 
COREY D. SUROM, EXECUTIVE VICE PRESIDENT

ACKNOWLEDGMENT:

(Individual) STATE OF IOWA, COUNTY OF BENTON } ss.
On this 13TH day of MARCH, 2019, before me, a
Notary Public in the state of Iowa, personally appeared STEVEN T. FUNK, A
SINGLE PERSON to me
known to be the person(s) named in and who executed the foregoing instrument,
and acknowledged that he/she/they executed the same as his/her/their voluntary
act and deed.

My commission expires: 02-05-2021
(Seal)

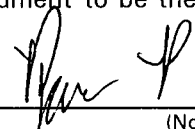

(Notary Public)
COREY D. SUROM



ACKNOWLEDGMENT:

(Lender) STATE OF IOWA, COUNTY OF BENTON } ss.
On this 13TH day of MARCH, 2019, before me, a
Notary Public in the state of Iowa, personally appeared COREY D. SUROM
, to me personally known, who
being by me duly sworn or affirmed did say that person is EXECUTIVE VICE
PRESIDENT of said entity, (that seal affixed to said instrument is the
seal of said entity or no seal has been procured by said entity) and that said
instrument was signed and sealed, if applicable, on behalf of the said entity by
authority of its EXECUTIVE VICE PRESIDENT and the said
EXECUTIVE VICE PRESIDENT
acknowledged the execution of said instrument to be the voluntary act and deed of
said entity by it voluntarily executed.

My commission expires: 04-28-2020
(Seal)


RYAN P. GIBNEY

(Notary Public)



Loan origination organization
NMLS ID
Loan originator
NMLS ID