



Book 2019 Page 1150
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Kind: AMENDED OR CORRECTED MORTGAGE
Recorded: 05/02/2019 at 10:01:31 AM
Fee Amt: \$22.00 Page 1 of 4
Dubuque County Iowa
John Murphy Recorder

File **2019-00004297**

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & Return to: American Trust & Savings Bank, Attn: Holly Garrigus, 301 1st Ave E, Dyersville,
IA 52040-1204, (563) 582-1841.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AMENDMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THESE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AMENDMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE (this “Amendment”) is made effective the 23rd day of April, 2019, by and between **Scott D. and Kaylee M. Unga**, husband and wife, (“Grantor”), and **American Trust & Savings Bank** (“Lender”).

RECITALS

WHEREAS, Grantor previously executed that certain Mortgage dated August 12, 2014, in favor of Lender with respect to certain real property described in Exhibit A herein, which was recorded in the records of Dubuque County, Iowa Recorder on August 15, 2014, as File Number 2014-00008910 and recorded in the records of the Delaware County, Iowa Recorder on August 22, 2014, in Book 2014 Page 2070, as may be amended from time to time (“Mortgage”);

WHEREAS, prior to the date hereof, Lender made certain loans and other financial accommodations to Grantor, which loans and financial accommodations shall be secured by the Mortgage; and

WHEREAS, Grantor receives a direct and substantial benefit from each of the loans and financial accommodations made from time to time by Lender to Grantor;

WHEREAS, Grantor requested that Lender continue or extend certain loans, as the case may be, to Grantor, which Lender is willing to do subject to the execution hereof.

Amer Trust 22.00
Dyersville Env.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and among Grantor and Lender as follows:

AGREEMENT

1. Definitions. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings ascribed to such terms in the Mortgage.

2. Amendment to First Paragraph of the Mortgage. The first paragraph of the Mortgage beginning with "NOTICE" is hereby amended and restated in its entirety (and only the first paragraph of the Mortgage) to read as follows:

NOTICE: This Mortgage secures credit in the amount of \$640,000.00. 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.

3. Acknowledgment, Continuance and Reaffirmation of Mortgage. Grantor hereby acknowledges and agrees that: (a) the Mortgage is a valid and enforceable lien upon the Property; (b) the Mortgage, and each of the terms and conditions set forth therein, as amended by this Amendment, remains in full force and effect; (c) the Mortgage secures the obligations and credit described in the Mortgage, as amended by this Amendment; (d) the Mortgage, as amended by this Amendment, shall be binding on any successors and assigns of the parties hereto; and (e) this Amendment represents the final agreement between the parties hereto as the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto and there are no unwritten oral agreements between the parties hereto.

4. Reaffirmation. Grantor hereby expressly reaffirms each of the representations, warranties and covenants set forth in each Mortgage, as amended by this Amendment.

5. Governing Law. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Iowa applicable to agreements made and wholly performed within such state.

6. Incorporation of Recitals. The Recitals to this Amendment are true, correct and incorporated herein by reference.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

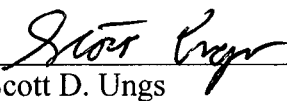
8. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

9. Headings. The descriptive headings in this Amendment are inserted for convenience of reference only and shall not affect the construction of this Amendment. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entity, person or persons may require.

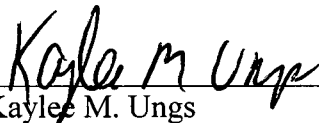
10. Receipt of Signed Copy of Amendment. Grantor acknowledges receipt of a fully executed and completed copy of this Amendment.

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment effective as of the day and year first written above.

GRANTOR:



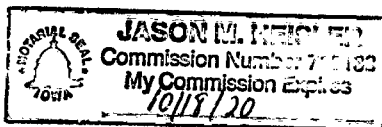
Scott D. Ungs



Kaylee M. Ungs

COUNTY OF Dubuque
STATE OF IOWA

On this 23rd day of April, 2019, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Scott D. Ungs and Kaylee M. Ungs, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as the voluntary act and deed.





Notary Public in and for the State of Iowa

EXHIBIT A

Lot Two (2) of Unga Addition, a Subdivision of the S 1/2 of the SW 1/4 of the SW 1/4 of Section 18, Township 90 North, Range 2 West of the 5th P.M., in Dubuque County, Iowa, according to the United States Government Survey and the recorded plat thereof, subject to highway and easements of record.

And

The South one-half (S 1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirteen (13), Township Ninety (90) North, Range Three (3) West of the Fifth P.M., in Delaware County, Iowa.