



Book 2021 Page 1950

Document 2021 1950 Type 04 008 Pages 2
Date 5/27/2021 Time 10:16:55AM
Rec Amt \$12.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

LOAN ORIGINATOR NAME: Jacob Lee Thompson
NMLS COMPANY IDENTIFIER: 543887
NMLS ORIGINATOR IDENTIFIER: 1422463

Prepared By: Dawn King, Citizens State Bank, PO Box 517, Monticello, IA 52310 PH. 319-465-5921

Return to: Citizens State Bank, PO Box 517, Monticello, IA 52310

MODIFICATION AGREEMENT- DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 4th day of May, 2021 between James R Beitz and Ronna A Beitz, whose address is 507 Fulton St, Hopkinton, IA 52237 ("Grantors"), and Citizens State Bank whose address is 117 West First Street, Monticello, Iowa 52310 ("Grantee/Lender").

Citizens State Bank and Grantor entered into a Deed of Trust dated March 29th, 2003 and recorded on April 1st, 2003 in the records of the County of Delaware, State of Iowa ("Deed of Trust") and indexed as Book 2003 Page 1447. The Deed of Trust covers the following described real property:

Address: 3217 285th Ave. Hopkinton, IA 52237

Legal Description: The Southeast Quarter (SE 1/4) of the Southwest fractional Quarter (SWfr 1/4) of Section Nineteen (19), and the Northeast Quarter (NE 1/4) of the Northwest fractional Quarter (NWfr 1/4) of Section Thirty (30), all in Township Eighty Seven (87) North, Range Three (3) West of the 5th P.M.

It is the express intent of the Grantor and Grantee/Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Grantee/Lender hereby agree to modify the Deed of Trust as follows: Extending Maturity Date of this Deed of Trust until March 29th, 2041

Grantor and Grantee/Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition or covenant therein, except herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Deed of Trust it being the intent of Grantor and Grantee/Lender that the terms and provision thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.

Grantee/Lender's consent to this Agreement does not waive Grantee/Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Grantee/Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Grantee/Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto, Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

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

By signing below, Grantor and Grantee/Lender acknowledge that they have read all the provisions contained in this agreement, and that they accept and agree to its terms.

JAB RAB

X James R. Beitz 5-4-21
James R Beitz Date

X Ronna A. Beitz 5-4-21
Ronna A Beitz Date

Citizens State Bank

X
Officer

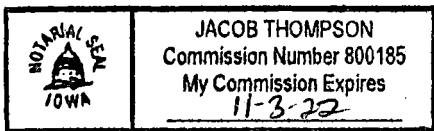
[Signature]

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF IOWA)
COUNTY OF Jones)

This instrument was acknowledged before me by Jacob Thompson on 4th May, 2021. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My Commission expires: 11-3-22



X [Signature]
Notary

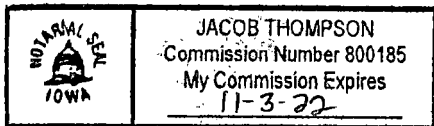
BUSINESS ACKNOWLEDGEMENT

BUSINESS ACKNOWLEDGEMENT

STATE OF IOWA)
COUNTY OF Jones)

This instrument was acknowledged before me by Jacob Thompson on the 4th day of May, 2021 on behalf of Citizens State Bank. In witness whereof, I hereunto set my hand and, if applicable, my official seal

My Commission expires: 11-3-22



X [Signature]
Notary