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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

LOAN ORIGINATOR NAME: Kevin R. Funke
NMLS COMPANY IDENTIFIER: 543887
NMLS ORIGINATOR IDENTIFIER: 554287

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Return to: Citizens State Bank, PO Box 10, Hopkinton, IA 52237

MODIFICATION AGREEMENT- DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 9th day of September, 2021 between Brice Lubben and Nancy Lubben, whose address is 2669 220th Ave, Delhi, IA 52223 ("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 October 12, 2001 and recorded on October 16, 2001 in the records of the County of Delaware, State of Iowa ("Deed of Trust") and indexed as Book 2001 Page 3691. The Deed of Trust covers the following described real property:

Address: 2163 275th St, Delhi, IA 52223

Legal Description: THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$), AND THE WEST ONE-HALF (W $\frac{1}{2}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) AND THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) EXCEPT SEVEN (7) ACRES OFF THE WEST SIDE THEREOF, AND THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) EXCEPT COMMENCING FORTY (40) RODS NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) AND RUNNING THENCE NORTH FORTY (40) RODS TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$), THENCE EAST FOURTEEN (14) RODS, THENCE IN A SOUTHWESTERLY DIRECTION TO THE POINT OF BEGINNING, ALL IN SECTION THIRTY SIX (36) TOWNSHIP EIGHTY EIGHT (88) NORTH, RANGE FIVE (5), WEST OF THE FIFTH P.M. EXCEPT PARCEL C, PART OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHT-EIGHT NORTH (88N), RANGE FIVE WEST (R5W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA.

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 October 12, 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.

BAL ngl

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.

X Brice A. Lubben 9/9/21 X Nancy J. Lubben 9/9/21
Date Date

Citizens State Bank

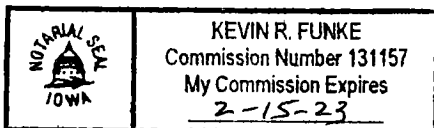
X Kevin R. Funke
Officer

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF IOWA)
COUNTY OF Delaware)

This instrument was acknowledged before me by Brice A. Lubben and Nancy J. Lubben on September 9th, 2021. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My Commission expires: 02/15/2023



X Kevin R. Funke
Notary

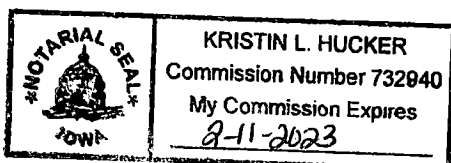
BUSINESS ACKNOWLEDGEMENT

BUSINESS ACKNOWLEDGEMENT

STATE OF IOWA)
COUNTY OF Delaware)

This instrument was acknowledged before me by Kevin R. Funke on the 9th day of September, 2021 on behalf of Citizens State Bank. In witness whereof, I hereunto set my hand and, if applicable, my official seal

My Commission expires: 02/11/2021



X Kristin L. Hucker
Notary