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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

Prepared By: Kristin Hucker, <sup>aw</sup>Citizens State Bank, PO Box 10, Hopkinton, IA 52237 PH. 563-926-2250  
Return to: Citizens State Bank, PO Box 10, Hopkinton, IA 52237

### MODIFICATION AGREEMENT- DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 1st day of April, 2022 between Randy R. Harbach, whose address is 108 Gay St, Delhi, IA 52223 ("Grantors"), and Citizens State Bank whose address is 103 1st St SW, Hopkinton, Iowa 52237 ("Grantee/Lender").

Citizens State Bank and Grantor entered into a Deed of Trust dated March 30, 2004 and recorded on April 5, 2004 in the records of the County of Delaware, State of Iowa ("Deed of Trust") and indexed as Book 2004 Page 1094. The Deed of Trust covers the following described real property:

Address: 2347 Omega Rd, Delhi IA 52223

Legal Description: THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AND THE EAST ONE-HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), AND THE SOUTH ONE-HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4), AND THE NORTH ONE-HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4), AND A ROADWAY TWO (2) RODS WIDE AS DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 44 L.D., PAGE 241, ALL IN SECTION THIRTY TWO (32), TOWNSHIP EIGHTY EIGHT (88) NORTH, RANGE FOUR (4), WEST OF THE FIFTH P.M., EXCEPT EASEMENT AS RECORDED IN BOOK 63 L.D., PAGE 547.

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 April 1st, 2042.


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.

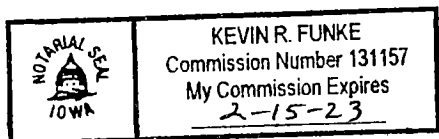
ORAL AGREEMENTS DISCLAIMER. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THE AGREEMENT MAY BE CHANGED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

 4-1-22  
Randy R. Harbach Date

☒ Officer 

STATE OF IOWA )  
 )  
COUNTY OF Delaware )

My Commission expires: 02/15/2023



X \_\_\_\_\_  
Notary Kenn R. Burke

## BUSINESS ACKNOWLEDGEMENT

STATE OF IOWA )  
 )  
COUNTY OF Delaware )

My Commission expires: 02/11/2023

X Kristin L. Hucker  
Notary

