

Recorded: 8/25/2022 at 3:57:38.0 PM
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$20.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2022 PG: 2554

Space Above This Line For Recording Data

This instrument was prepared by Renee N Nurre, 106 Northern Ave, Earlville , IA 52041,
563-923-3145

Return To: Community Savings Bank, 101 E Union St, Edgewood, IA 52042

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is August 22, 2022. The parties and their addresses are:

MORTGAGOR:

BENJAMIN A KLAREN
2595 320TH AVE
WORTHINGTON, IA 52078-0000

KATHRYN J KLAREN
2595 320TH AVE
WORTHINGTON, IA 52078-0000

LENDER:

COMMUNITY SAVINGS BANK
Organized and existing under the laws of Iowa
101 E Union St.
Edgewood, IA 52042

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated and recorded on (Security Instrument). The Security Instrument was recorded in the records of DELAWARE County, Iowa at BK: 2021 PG: 2809 and covered the following described Property:

BENJAMIN A KLAREN
Iowa Real Estate Modification

IA/4XXXXXXX0000000002693048081522N

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The property is located in DELAWARE County at 2646 320TH AVE, WORTHINGTON, Iowa 52076.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 7338234 (i/a/o \$200,000.00) & 7338237 (i/a/o \$558,075.00), dated August 22, 2022, from Mortgagor to Lender, and maturing on August 15, 2032.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell,

mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

Ben Klaren
BENJAMIN A KLAREN

Date 8-22-22

Kathryn Klaren
KATHRYN J KLAREN

Date 8/22/22

LENDER:

Community Savings Bank

By Matthew Goerd V.P.
Matt J. Goerd, Vice President/Lending

Date 8-22-2022

ACKNOWLEDGMENT.

