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Daneen Schindler, RECORDER/REGISTRAR DELAWARE COUNTY IOWA

LOAN ORIGINATOR NAME: Lucas John Leonard

NMLS COMPANY IDENTIFIER: 543887 NMLS ORIGINATOR IDENTIFIER: 1234616

Prepared By: Nick Thurm, 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 19th day of October, 2022 between Brian A. Oberreuter and Kathy J. Oberreuter, whose address is 1700 310th Street, Ryan, Iowa 52330 ("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 September 1st, 2004 and recorded on September 2, 2004 in the records of the County of Delaware, State of Iowa("Deed of Trust") and indexed as Book 2004 Page 3387. The Deed of Trust covers the following described real property:

Address:1700 310th Street, Ryan, Iowa 52330

Legal Description: Lot One (1) and Two (2) of the Plat of Kehrli's Subdivision of the NW 1/4 of the NE 1/4 of Section 19, T87N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 5 Page 59, except the North two hundred ninety two and sixty six hundredths (292.66) feet of said Lots One (1) and Two (2); also the West fifty (50) feet of the North two hundered ninety two and sixty six hundredths (292.66) feet of Lot One (1) of the Plat of Kehrli's Subdivision of the NW 1/4 of the NE 1/4 of Section 19, T87N, R5W of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 5 Plats, Page 59; also the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Nineteen (19), Township Eighty Seven (87) North, Range five (5), West of the Fifth 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 October 19th, 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

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.

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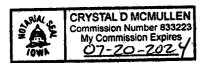
By signing below, Grantor and Grantee/Lender acknowledge that they have read all the provisions contained in this agreement, and that they accept and agree to its terms. Kary g. Ohn Citizens State Bank INDIVIDUAL ACKNOWLEDGEMENT **IOWA** STATE OF COUNTY OF ) Delaware This instrument was acknowledged before me by Brian A. Oberreuter and Kathy J. Oberreuter on September 19th, 2022. In witness whereof, I hereunto set my hand and, if applicable, my official seal. My Commission expires: X X **LUCAS J. LEONARD** Commission Number 810495 My Commission Expires **BUSINESS ACKNOWLEDGEMENT** 

BUSINESS ACKNOWLEDGEMENT

STATE OF IOWA )
COUNTY OF Delaware

This instrument was acknowledged before me by change to person who notarized the above on the 19th day of October, 2022 on behalf of Citizens State Bank. In witness whereof, I hereunto set my hand and, if applicable, my official seal

My Commission expires:



X Jat DM Smuller