



Book 2022 Page 3795

Document 2022 3795 Type 04 008 Pages 2
Date 12/29/2022 Time 9:56:29AM
Rec Amt \$12.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

LOAN ORIGINATOR NAME: Brett D. Streicher
NMLS COMPANY IDENTIFIER: 543887
NMLS ORIGINATOR IDENTIFIER: 1422453

Prepared By: Kristin Hucker, Citizens State Bank, PO Box 10, Hopkinton, IA 52237 PH. 563-926-2250
Return to: Citizens State Bank, PO Box 4, Strawberry Point, IA 52076

MODIFICATION AGREEMENT- DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 15th day of December, 2022 between Clair P. Fannon and Inez T. Fannon, whose address is 400 Miller St, Edgewood, IA 52042 ("Grantors"), and Citizens State Bank whose address is 102 E Mission St, Strawberry Point, Iowa 52076 ("Grantee/Lender").

Citizens State Bank and Grantors entered into a Deed of Trust dated March 22, 2004 and recorded on March 23, 2004 in the records of the County of Delaware, State of Iowa ("Deed of Trust") and indexed as Book 2004, Page 900. The Deed of Trust covers the following described real property:

Address: 1817 Ivy Rd, Edgewood, IA 52042

Legal Description: All that part of the South one-half (S 1/2) of the Southwest Quarter (SW 1/4) of Section Four (4) described as commencing at the Southwest corner of said Section Four (4) and running thence North along the Section line to the Northwest corner of the South one-half (S 1/2) of the Southwest Quarter (SW 1/4), thence East along the North line of said South one-half (S 1/2) of the Southwest Quarter (SW 1/4) of said section Four (4) thirty seven and thirteen one-hundredths (37.13) chains, thence South 49° 55' West twenty two and twenty seven one-hundredths (22.27) chains, thence North 46° West two and fifty three one-hundredths (2.53) chains, thence South 54° 10' West nine and five one-hundredths (9.05) chains to the South line of said Section Four (4), thence West along the Section line to the point of beginning, including Lot One (1) to Ten (10) inclusive and Lots Twenty One (21) to Twenty Seven (27) inclusive, Block One (1), and Lots One (1) to Thirty One (31) inclusive, Block Two (2), York, Iowa, and all alleys and streets within the area described on the original plat of the Village of York, Iowa; and the East five-eighths (E 5/8) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Five (5), and the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Eight (8), all in the Township Ninety (90) North, Range Five (5), West of the Fifth P.M..

EXCEPT FOR: Parcel 'C' Part of the Southwest Quarter of the Southwest Quarter (SW 1/4 - SW 1/4) and Part of the Southeast Quarter of the Southwest Quarter (SE 1/4 - SW 1/4) of Section 4, Township 90 North, Range 5 West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2004, Page 2255.

It is the express intent of the Grantors and Grantee/Lender to modify the terms and provisions set forth in the Deed of Trust. Grantors and Grantee/Lender hereby agree to modify the Deed of Trust as follows: Extending Maturity Date of this Deed of Trust until December 15, 2032

Grantors 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 Grantors 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 Grantors 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.

CPF 1 TE
by [signature] POA

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, Grantors 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 Clair P. Fannon by Abbie L. Thompson Date 12/15/22 X Inez T. Fannon by Abbie L. Thompson Date 12/15/22 POA
Clair P. Fannon (Abbie L. Thompson, POA) Inez T. Fannon (Abbie L. Thompson, POA)

Citizens State Bank

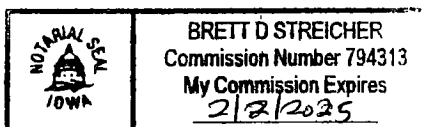
X Brett D. Streicher
Brett D. Streicher

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF IOWA)
COUNTY OF CLAYTON)

This instrument was acknowledged before me by Abbie L. Thompson, Power of Attorney for Clair P. Fannon and Inez T. Fannon on December 15, 2022. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My Commission expires: 02/02/2025

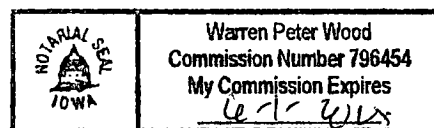


X Brett D. Streicher
Notary - Brett D. Streicher

BUSINESS ACKNOWLEDGEMENT

BUSINESS ACKNOWLEDGEMENT

STATE OF IOWA)
COUNTY OF CLAYTON)



This instrument was acknowledged before me by Brett D. Streicher on the 15th day of December, 2022 on behalf of Citizens State Bank. In witness whereof, I hereunto set my hand and, if applicable, my official seal

My Commission expires: 06/01/2025

X Warren P. Wood
Notary - Warren P. Wood