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Daneen Schindler, RECORDER/REGISTRAR DELAWARE COUNTY IOWA

LOAN ORIGINATOR NAME: Lindsay Marie Domeyer

NMLS COMPANY IDENTIFIER: 543887 NMLS ORIGINATOR IDENTIFIER: 554297

Prepared By: Mary Jo Eike, Citizens State Bank, 1218 West Main St, Manchester IA 52057 PH. 563-927-8019

Return to: Citizens State Bank, 1218 West Main St, Manchester IA 52057

## MODIFICATION AGREEMENT- DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 17th day of February, 2023 between Kevin J Vaske and Laura Vaske, whose address is 121 Delhi Road, Manchester, IA 52057 ("Grantors"), and Citizens State Bank whose address is 1218 West Main St, Manchester, Iowa 52057 ("Grantee/Lender").

Citizens State Bank and Grantor entered into a Deed of Trust dated May 24, 2004 and recorded on June 2, 2004 in the records of the County of Delaware, State of Iowa("Deed of Trust") and indexed as Book 2004 Page 1970. The Deed of Trust covers the following described real property:

Address:121 Delhi Road, Manchester IA 52057

Legal Description: Lot Three (3) of Harold J Miller's Subdivision of part of Northwest Quarter (NW 1/4), Section 33, Township 89 North, Range 5, West of the 5th P.M., according to plat recorded in Book 2 Plats, Page 33, re-recored in Book 2, Plats, Page 35, and amended by Affidavit recorded in Book 6 Affidavits, pages 597-598, except that part included in Parcel B in the Northwest Quarter (NW 1/4) of Section 33, Township 89N, R5, W of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 160.

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 February 17, 2043

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.



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. Date X Laura Vaske 2/17/23

Laura Vaske Citizens State Bank INDIVIDUAL ACKNOWLEDGEMENT STATE OF **IOWA** ) ) **COUNTY OF** Delaware ) This instrument was acknowledged before me by Kevin J Vaske and Laura Vaske on February 17, 2023. In witness whereof, I hereunto set my hand and, if applicable, my official seal. My Commission expires: 4/5/2026 LINDSAY DOMEYER Commission Number 733814 My Commission Expires **BUSINESS ACKNOWLEDGEMENT BUSINESS ACKNOWLEDGEMENT IOWA** STATE OF **COUNTY OF** Delaware ) This instrument was acknowledged before me by Lindsay M Domeyer on the 17th day of February, 2023 on behalf of Citizens State Bank. In witness whereof, I hereunto set my hand and, if applicable, my official seal My Commission expires: 2-16-2014

RICHARD E McMAHON
Commission Number 756974
My Commission Expires