

Recorded: 4/26/2023 at 11:08:36.0 AM  
County Recording Fee: \$17.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$20.00  
Revenue Tax:  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2023 PG: 886

**FOR RECORDER'S USE ONLY**

Prepared By: Kim VanGalen, Loan Processor, Farmers State Bank , 1240 8th Avenue , Marion, IA  
52302, (319) 377-4891

**WHEN RECORDED MAIL TO:**

Farmers State Bank , 1240 8th Avenue , PO Box 569, Marion, IA 52302

**MODIFICATION OF MORTGAGE**

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 1 of this Modification. The legal description can be found on page 1 of this Modification. The related document or instrument number can be found on page 1 of this Modification.

**THIS MODIFICATION OF MORTGAGE** dated April 24, 2023, is made and executed between BRADLEY D. LECLERE, whose address is 1625 310TH ST, RYAN, IA 52330-8560 and KATHLEEN S. LECLERE, HUSBAND AND WIFE, whose address is 1625 310TH ST, RYAN, IA 52330-8560 (referred to below as "Grantor") and Farmers State Bank , whose address is 1240 8th Avenue , PO Box 569, Marion, IA 52302 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 15, 2018 (the "Mortgage") which has been recorded in DELAWARE County, State of Iowa, as follows:

recorded on April 11, 2018, in Book 2018, Page 923, records of COUNTY of DELAWARE, State of Iowa ("Mortgage").

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in DELAWARE County, State of Iowa:

**PARCEL C IN THE SE1/4 OF THE SW FRACTIONAL 1/4 OF SECTION 18, T87N, R5W OF THE 5TH P.M. DELAWARE COUNTY, IOWA ACCORDING TO THE PLAT RECORDED IN BOOK 2003, PAGE 2716**

The Real Property or its address is commonly known as 1625 310TH ST, RYAN, IA 52330-8560.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

**The Maturity date of the Mortgage is extended to April 24, 2043**

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing

**MODIFICATION OF MORTGAGE  
(Continued)**

below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 24, 2023.**

**GRANTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.**

This Notice is required by Iowa law. In this Notice the term "you" means the Grantor named above.

**NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.**

**GRANTOR:**

X   
BRADLEY D LECLERE

X   
KATHLEEN S LECLERE

**LENDER:**

**FARMERS STATE BANK**

X   
Sherry Boland, Personal Banker III

**NOTICE OF WAIVER OF HOMESTEAD EXEMPTION**

**GRANTOR UNDERSTANDS THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE, AND THAT BY SIGNING THIS MODIFICATION, GRANTOR VOLUNTARILY GIVES UP GRANTOR'S RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MODIFICATION. DATED APRIL 24, 2023.**

**GRANTOR:**

X   
BRADLEY D LECLERE

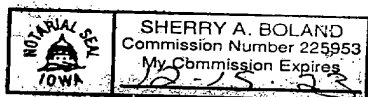
X   
KATHLEEN S LECLERE

MODIFICATION OF MORTGAGE  
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IA )  
 ) SS  
COUNTY OF Linn )

This record was acknowledged before me on 4-24, 2023 by **BRADLEY D LECLERE** and **KATHLEEN S LECLERE**.



Sherry A Boland  
Notary Public in and for the State of IA  
My commission expires 12-15-23

LENDER ACKNOWLEDGMENT

STATE OF Iowa )  
 ) SS  
COUNTY OF Linn )

This record was acknowledged before me on April 24, 2023 by **Sherry Boland** as Personal Banker III of Farmers State Bank .



Laurie L. Graham  
Notary Public in and for the State of Iowa  
My commission expires 5/19/2024