

Recorded: 7/28/2023 at 12:05:31.0 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: 2023 PG: 1767

LOAN ORIGINATOR NAME: Lindsay Marie Domeyer
NMLS COMPANY IDENTIFIER: 543887
NMLS ORIGINATOR IDENTIFIER: 554297

Prepared By: Samantha Bales, 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 24th day of July, 2023 between Rodney D Johnson and Colleen S Johnson, whose address is 1951 165th St, Manchester, Iowa 52057 ("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 July 11th, 2011 and recorded on July 11th, 2011 in the records of the County of Delaware, State of Iowa ("Deed of Trust") and indexed as Book 2011 Page 2222. The Deed of Trust covers the following described real property:

Address: 1951 165th Street, Manchester, Iowa 52057

Legal Description: See Addendum A

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 July 24th, 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.



X Rodney D Johnson _____ Date

X Colleen S Johnson _____ Date

Citizens State Bank

X Officer _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF IOWA)
COUNTY OF DELAWARE)

This instrument was acknowledged before me by Rodney D. Johnson & Colleen S. Johnson on July 24, 2023. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My Commission expires:



X Lindsay Domeyer _____
Notary

BUSINESS ACKNOWLEDGEMENT

BUSINESS ACKNOWLEDGEMENT

STATE OF IOWA)
COUNTY OF DELAWARE)

This instrument was acknowledged before me by Lindsay Domeyer on the 24th day of July, 2023 on behalf of Citizens State Bank. In witness whereof, I hereunto set my hand and, if applicable, my official seal

My Commission expires:



X Laurie A. Wiskus _____
Notary

Addendum A

THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST FRACTIONAL QUARTER (NWFR1/4) OF SECTION THREE (3), TOWNSHIP EIGHTY NINE (89) NORTH, RANGE FIVE (5), WEST OF THE FIFTH P.M., EXCEPT THAT PART DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER THEREOF AND RUNNING THENCE SOUTH 12 DEGREES 19' WEST FOUR HUNDRED EIGHTY NINE AND SIX-TENTHS (489.6) FEET ALONG THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER (NWFR1/4), THENCE SOUTH 80 DEGREES 56' EAST TWO HUNDRED FIFTY TWO (252.0) FEET, THENCE NORTH 5 DEGREES 20' EAST SIXTY THREE AND THREE-TENTHS (63.3) FEET, THENCE SOUTH 85 DEGREES 40' EAST EIGHTY FOUR AND EIGHT-TENTHS (84.8) FEET, THENCE NORTH 6 DEGREES 13' EAST ONE HUNDRED NINETY FIVE (195.0) FEET, THENCE SOUTH 89 DEGREES 56' EAST NINE HUNDRED THIRTY SIX AND SIX-TENTHS (936.6) FEET, THENCE SOUTH 7 DEGREES 33' EAST THIRTY TWO AND SIX-TENTHS (32.6) FEET, THENCE SOUTH 86 DEGREES 39' EAST ONE HUNDRED FIFTY EIGHT AND THREE-TENTHS (158.3) FEET, THENCE NORTH 7 DEGREES 35' EAST TWO HUNDRED SEVENTY-ONE (271.0) FEET, THENCE NORTH 46 DEGREES 56' WEST NINETY TWO AND NINE-TENTHS (92.9) FEET, THENCE SOUTH 89 DEGREES 27' WEST ONE THOUSAND THREE HUNDRED TWENTY TWO AND EIGHT-TENTHS (1322.8) FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST FRACTIONAL QUARTER (NWFR ¼) TO THE POINT OF BEGINNING ; ALSO THE EAST ONE-HALF (E1/2) OF THE NORTHWEST QUARTER (NW ¼), AND THE WEST ONE-HALF (W ½) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION THREE (3), TOWNSHIP EIGHTY NINE (89) NORTH, RANGE FIVE (5), WEST OF THE FIFTH P.M., EXCEPT THE SOUTH FIVE HUNDRED FORTY EIGHT (548) FEET OF THE EAST THREE HUNDRED (300) FEET OF THE WEST SEVEN HUNDRED THIRTY THREE (733) FEET OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SAID SECTION THREE (3), AND ALSO EXCEPT PARCEL F IN THE SW ¼-NW1/4 AND SE ¼-NW1/4 SECTION 3- T89N-R5W DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 2007, PAGE 3796.

EXCEPT PARCEL 2020-56, PART OF THE SE ¼-NW1/4, IN SEC. 3, T89N, R5W OF THE FIFTH P.M., DELAWARE COUNTY , IOWA, ACCORDING TO PLAT RECORDED IN BOOK 2020, PAGE 1807.

