



Book 2023 Page 1851

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Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

\_\_\_\_\_ State of Iowa \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

Prepared By: ANGELA K WENDT  
FARMERS & MERCHANTS  
SAVINGS BANK  
101 E MAIN ST, PO BOX 588, MANCHESTER, IA 52057 (563) 927-4475  
Return To: FARMERS & MERCHANTS  
SAVINGS BANK  
101 E. MAIN ST. PO BOX  
588 MANCHESTER, IA 52057

**MODIFICATION OF OPEN-END MORTGAGE**

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is 08-03-2023  
\_\_\_\_\_. The parties and their addresses are:

**MORTGAGOR:** CUTTING EDGE BUILDERS LLC, LLC  
210 W 3RD ST.  
GREELEY, IA 52050

If checked, refer to the attached Addendum incorporated herein, for additional Mortgages, their signatures and acknowledgments. The Addendum is located on \_\_\_\_\_.

**LENDER:** FARMERS & MERCHANTS SAVINGS BANK  
Organized and existing under the laws of the state of Iowa  
101 E. MAIN ST. PO BOX 588  
MANCHESTER, IA 52057

**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated 05-29-2015  
\_\_\_\_\_ and recorded on 06-12-2015 \_\_\_\_\_. The Security Instrument was  
recorded in the records of DELAWARE  
County, Iowa at BOOK 2015 PAGE 1478 \_\_\_\_\_. The property is located  
in DELAWARE \_\_\_\_\_ County at 210 W 3RD ST, GREELEY, IA  
52050 \_\_\_\_\_.

The property is described as: (If the legal description of the property is not on page one of  
this Security Instrument, it is located on PAGE FIVE \_\_\_\_\_.)

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 150,000.00**  
**LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.**

**MODIFICATION.** For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

**LOAN DATED 8-3-2023**

**MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ 150,000.00  which is a \$ 80,000.00  increase  decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

**WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

**CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

**NOTICE TO CONSUMER**

**(For purposes of this Notice, "You" means Mortgagor)**

**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 with penalty and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents.**

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

**MORTGAGOR: CUTTING EDGE BUILDERS LLC**

Jason Lansing ML 8-3-23  
(Signature) JASON A. LANSING, MANAGING MEMBER (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

**LENDER: FARMERS & MERCHANTS SAVINGS BANK**

By Scott R. Wilson  
SCOTT R WILSON, SENIOR VICE PRESIDENT

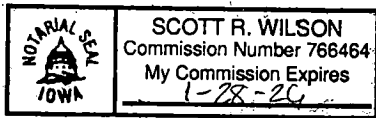
**ACKNOWLEDGMENT:**

(Individual) STATE OF Iowa, COUNTY OF Delaware } ss.  
On this 3<sup>rd</sup> day of August 2023, before me, a  
Notary Public in the state of Iowa, personally appeared Jason Lansing

\_\_\_\_\_ to me  
known to be the person(s) named in and who executed the foregoing instrument,  
and acknowledged that he/she/they executed the same as his/her/their voluntary  
act and deed.

My commission expires:  
(Seal)

Scott R. Wilson  
(Notary Public)

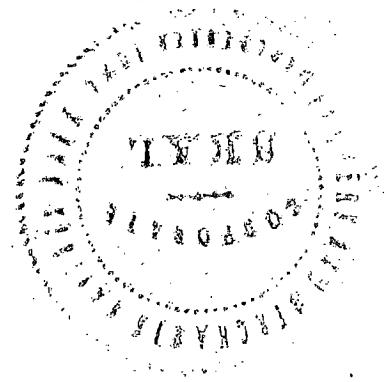
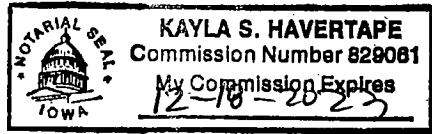


**ACKNOWLEDGMENT:**

(Lender) STATE OF Iowa, COUNTY OF DELAWARE } ss.  
 On this 3rd day of August, 2023, before me, a  
 Notary Public in the state of Iowa, personally appeared SCOTT R WILSON  
 \_\_\_\_\_, to me personally known, who  
 being by me duly sworn or affirmed did say that person is SENIOR VICE  
PRESIDENT of said entity, (that seal affixed to said instrument is the  
 seal of said entity or no seal has been procured by said entity) and that said  
 instrument was signed and sealed, if applicable, on behalf of the said entity by  
 authority of its SENIOR VICE PRESIDENT and the said  
SENIOR VICE PRESIDENT  
 acknowledged the execution of said instrument to be the voluntary act and deed of  
 said entity by it voluntarily executed.

My commission expires:  
 (Seal)

Kayla S. Havertape      [Signature]  
 (Notary Public)



Loan origination organization  
 NMLS ID  
 Loan originator  
 NMLS ID

## EXHIBIT A

LOTS NINETEEN (19) AND TWENTY (20), BLOCK FIVE (5), BAKER'S ADDITION TO GREELEY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 19 L.D., PAGE 10; AND LOT TWENTY ONE (21) OF THE SUBDIVISION OF ALL THAT PART OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY NINE (29), TOWNSHIP NINETY (90) NORTH, RANGE FOUR (4), WEST OF THE FIFTH P.M., AS LIES WEST FROM THE DEPOT GROUNDS OF THE CHICAGO, MILWAUKEE & ST. PAUL RAILROAD COMPANY AND NOT COVERED BY BAKER'S FIRST AND SECOND ADDITIONS TO GREELEY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 1 PLATS, PAGE 44.