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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

LOAN ORIGINATOR NAME: Nathan Daniel Lynch
NMLS COMPANY IDENTIFIER: 543887
NMLS ORIGINATOR IDENTIFIER: 1010254

Prepared By: Laurie Wiskus, Citizens State Bank, 1218 W Main St, Manchester IA 52057 PH. 563-927-8019
Return to: Citizens State Bank, 1218 W Main St, Manchester IA 52057

MODIFICATION AGREEMENT- DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 18th day of October, 2023 between Martin R. Lahr and Trisia M. Lahr, whose address is 3329 180th Ave, Coggon, IA 52218 ("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 March 2nd, 2005 and recorded on March 2nd, 2005 in the records of the County of Delaware, State of Iowa ("Deed of Trust") and indexed as Book 2005 Page 697. The Deed of Trust covers the following described real property:

Address: 3113 265th Ave - Hopkinton IA 52237

Legal Description: The Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), except the North three hundred sixty (360) feet of the West four hundred (400) feet thereof, and the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and the North thirteen (13) rods of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty Three (23), Township Eighty Seven (87) North, Range Four (4), West of the Fifth P.M. except commencing at the Northwest corner of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and running thence South three hundred seventy eight (378.0) feet to the road, thence in a Northeasterly direction along the road to five hundred eighty (585.0) feet to the North line of said Section Twenty Three (23), thence West on the Section line four hundred forty seven (447.0) feet to the point of beginning.

AND

The Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty Two (22), and the South five-eighths (5/8) of the West one-half (W 1/2) of the Northwest Quarter (NW 1/4) of Section Twenty Three (23), Township Eighty Seven (87) North, Range Four (4), West of the Fifth P.M., except a tract of land described as follows: beginning two hundred twenty four (224) feet North of the Southwest corner of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section Twenty Three (23), thence North on the Section line a distance of one hundred six (106) feet, thence East a distance of six hundred forty eight (648) feet, thence Southwesterly six hundred fifty eight (658) feet to the point of beginning.

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 October 18, 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.

M. L.

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 Martin R. Lahr 10/18/23
Martin R. Lahr Date

X Trisia M. Lahr Date 10-18-23

Citizens State Bank

X _____
Officer

ns State Bank



er

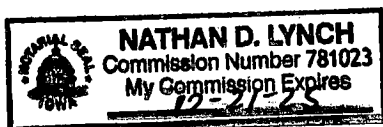
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF IOWA)
)

COUNTY OF Delaware)

This instrument was acknowledged before me by Martin R. Lahr and Trisia M. Lahr on October 18th, 2023. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My Commission expires:



X _____
Notary

Nathan Dahl

BUSINESS ACKNOWLEDGEMENT

BUSINESS ACKNOWLEDGEMENT

STATE OF IOWA)
)

COUNTY OF Delaware)

This instrument was acknowledged before me by Nathan D Lynch on the 18th day of October, 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
Notary

Laurie A. Wiskro