

Recorded: 12/1/2023 at 10:49:18.0 AM
County Recording Fee: \$12.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$15.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 3021

LOAN ORIGINATOR NAME: Allan Lee Boge
NMLS COMPANY IDENTIFIER: 543887
NMLS ORIGINATOR IDENTIFIER: 1106379

Prepared By: Ruth Bockenstedt, Citizens State Bank, PO Box 517, Monticello, IA 52310 PH. 319-465-5921
Return to: Citizens State Bank, PO Box 50, New Vienna, Ia. 52065

MODIFICATION AGREEMENT- DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 1st day of December, 2023 between Mark J Fitzpatrick and Sheryl J Fitzpatrick, whose address is 2386 State Highway 3, Greeley, Iowa 52050 ("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 October 3, 2014 and recorded on October 3, 2014 in the records of the County of Delaware, State of Iowa ("Deed of Trust") and indexed as Book 2014 Page 2521. The Deed of Trust covers the following described real property:

Address: 2386 Highway 3 Greeley, Ia 52050

Legal Description: The Southeast Quarter (SE1/4) of the Southwest Quarter (SW 1/4) of Section Four (4), And the East one-half (E1/2) of the Northeast Quarter (NE 1/4) of Section Eight (8), and the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Nine (9), all in Township Ninety (90) North, Range Four (4), West of the Fifth P.M.

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 December 1, 2053

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.

Highly Erodible Land and Wetland Conservation. Default shall also exist if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, as provide by 7CFR Part 12 MSF SJF

X Mark J Fitzpatrick 11-29-23
Mark J Fitzpatrick Date

X Sheryl J Fitzpatrick 11-29-23
Sheryl J Fitzpatrick Date

Citizens State Bank

X Allan Boge
Officer

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF IOWA)
COUNTY OF Dubuque)

This instrument was acknowledged before me by Mark J Fitzpatrick and Sheryl J Fitzpatrick on December 1st, 2023. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My Commission expires:



X Allan Boge
Notary

BUSINESS ACKNOWLEDGEMENT

BUSINESS ACKNOWLEDGEMENT

STATE OF IOWA)
COUNTY OF Dubuque)

This instrument was acknowledged before me by Allan L Boge on the 1st day of December, 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 Allan Boge
Notary