

Document 2023 3147 Type 04 008 Pages 2 Date 12/18/2023 Time 9:40:26AM Rec Amt \$12.00

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 15th day of December, 2023 between William G. Mensen and Lisa A. Mensen, whose address is 1842 210th St, Manchester, IA 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 August 16th, 2004 and recorded on August 16th, 2004 in the records of the County of Delaware, State of Iowa("Deed of Trust") and indexed as Book 2004 Page 3107. The Deed of Trust covers the following described real property:

Address:1842 210th St Manchester IA 52057

Legal Description: The Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 12, and the South One-Half (S 1/2) of the Northwest Quarter (NW 1/4) and the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 13, except that part of the said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 13 described as commencing at the Northwest corner of said Section 13, thence South two hundred thirty eight (238.0) feet to a point on Section line that is fifty (50.0) feet distant at right angles Southerly from the center line of the former Manchester and Onedia Railway right-of-way as the same was surveyed and staked, thence Northeasterly parallel with and fifty (50.0) feet distant from said center line six hundred eight (608.0) feet to the North line of said Section 13, thence West five hundred sixty (560.0) feet to the place of beginning; all of the foregoing located in Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M. in Delaware County, Iowa

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 15th, 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 1 llyn Mys 12/11/2 x Lisa A. Mensen Date Lisa A. Mensen Date

Citizens State Bank

X Allanda June

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF IOWA)
COUNTY OF Delaware

This instrument was acknowledged before me by William G. Mensen and Lisa A. Mensen on December 15th, 2023. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My Commission expires:



x Jallace Jallace Victory

BUSINESS ACKNOWLEDGEMENT

BUSINESS ACKNOWLEDGEMENT

STATE OF IOWA)
COUNTY OF Delaware

This instrument was acknowledged before me by Nathan D Lynch on the 15th 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 Claurie a. Wiskus Notary