

Recorded: 3/14/2024 at 8:34:49.0 AM  
County Recording Fee: \$12.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$15.00  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2024 PG: 575

Recorded: 2/26/2024 at 11:04:03.0 AM  
County Recording Fee: \$12.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$15.00  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2024 PG: 432

Rerecord to correct notary section

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 23rd day of February, 2024 between Thomas E. Kruse and Sara L. Kruse, Husband and Wife, whose address is 1507 300th Ave, Dyersville, Iowa 52040 ("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 30th, 2008 and recorded on 10 30, 2008 in the records of the County of Delaware, State of Iowa ("Deed of Trust") and indexed as Book 2008 Page J360. The Deed of Trust covers the following described real property:

Address: 1507 300th Ave Dyersville, Ia 52040

Legal Description: THE SOUTH ONE-HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY NINE (29), AND THE EAST ONE-HALF (E1/2) OF THE NORTHEAST QUARTER (NE1/4), EXCEPT THE NORTH THREE (3) RODS THEREOF, OF SECTION THIRTY TWO (32), ALL IN TOWNSHIP NINETY (90) NORTH, RANGE THREE (3), 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 February, 23, 2044

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, amend, 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.

*TK SK*

X Thomas E. Kruse  
Thomas E. Kruse Date

X Sara L. Kruse  
Sara L. Kruse Date

Citizens State Bank

X Allan L. Boge  
Officer

#### INDIVIDUAL ACKNOWLEDGEMENT

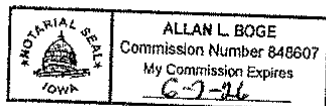
STATE OF IOWA )

COUNTY OF Dubuque )

This instrument was acknowledged before me by Allan Boge on February 23rd, 2024. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

This instrument was acknowledged before me by Thomas E. Kruse and Sara L. Kruse on Feb 23rd, 2024. In witness whereof, I here unto set my hand and, my official seal.

My Commission expires:



X Allan L. Boge  
Notary

#### BUSINESS ACKNOWLEDGEMENT

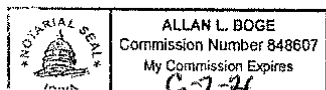
#### BUSINESS ACKNOWLEDGEMENT

STATE OF IOWA )

COUNTY OF Dubuque )

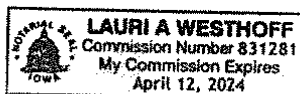
This instrument was acknowledged before me by Allan Boge on the 23rd day of February, 2024 on behalf of Citizens State Bank. In witness whereof, I hereunto set my hand and, if applicable, my official seal

My Commission expires: 5-24-2025



X Allan Boge  
Notary

My commission expires 4-12-2024



Lauri A. Westhoff