Recorded: 6/17/2024 at 11:51:03.0 AM

County Recording Fee: \$12.00 lowa E-Filing Fee: \$3.00

Combined Fee: \$15.00 Revenue Tax: \$0.00 Delaware County, Iowa

Daneen Schindler RECORDER

BK: 2024 PG: 1347

Document Prepared by: Kathleen Sina, 1240 8th Avenue, PO Box 569, Marion, IA 52302-3504, 319-377-4891 Return to: Farmers State Bank, 1240 8th Avenue, Marion, IA 52302-3504

Farmers State Bank

MODIFICATION OF NOTE and MORTGAGE

MORTGAGOR:

Douglas J Glanz

1240 8th Avenue

Marion, IA 52302-3504 (Lender)

BORROWER:
Douglas J Glanz
Penny K Glanz
ADDRESS:
5643 Meadow Grass Cir SE
Cedar Rapids, IA 52403

Penny K Glanz ADDRESS: 5643 Meadow Grass Cir SE Cedar Rapids, IA 52403

## Address of Real Property: 20778 254th St, Delhi, IA 52223 Loan # 14364715

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the **31st** day of **May, 2024**, is executed by and between Lender and the parties identified above.

- A. On September 13, 2023, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of SEVEN HUNDRED THIRTY NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$739,600.00),), which Note was secured by a mortgage ("Mortgage") dated September 13, 2023 executed by Grantor/Mortgagor ("Mortgagor") for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded on September 13, 2023, as Instrument No., or in Volume 2023 at Page 2265 of the records of the Recorder of Delaware County, lowa. The Note and Mortgage and any other related documents are hereafter cumulatively referred to as the "Loan Documents".
- B. The parties have agreed to modify the interest rate and extend the maturity date of the Note, and it is necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:
  - 1. The maturity date of the Note is extended to **November 30**, **2024**, at which time all outstanding sums due to Lender under the Note shall be paid in full.
  - 2. The parties acknowledge and agree that, as of **May 31, 2024**, the unpaid principal balance due under the Note was \$594,302.06 and the accrued and unpaid interest due to **May 31, 2024** in the amount of \$3,212.76.
  - The new interest rate will be 7.375% beginning June 1, 2024.
  - The Mortgage is further modified as follows:

The new maturity date will be November 30, 2024.

The interest rate will be 7.375%

Recording fees will be \$15.00

All other terms and conditions remain the same.

- Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified.
- 6. Mortgagor agrees to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, set offs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

Legal Description:

The West Quarter (W 1/4) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-three (23), Township Eighty Eight (88) North, Range Five (5), West of the Fifth P.M., except that part included in Lakeview Estates First Addition to Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 215

| • |                                     |
|---|-------------------------------------|
| MODICACOD                               | By: Tammy amilkoski, Vice President |
| MORTGAGOR:                              | •                                   |
| Douglas Jallanz                         |                                     |
| MORTGAGOR:                              |                                     |
| Penny K. Ylanz                          |                                     |
| Penny K Glafiz                          |                                     |

STATE OF <u>IOWA</u>) SS COUNTY OF <u>LINN</u>)

On this day of \_\_\_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said county and state, personally appeared <u>Tammy Yamilkoski</u>, to me personally known, who being by me duly sworn, did say that they/he/she is the <u>Vice President</u> respectively, of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of it's Board of Directors; and that the said <u>Tammy Yamilkoski</u> as such officer(s) acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

Notary Public in and for said County and State.

