

Recorded: 10/29/2024 at 10:37:53.0 AM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 2714

* Re-recorded due to error in legal description

_____ State of Iowa _____ Space Above This Line For Recording Data _____

Prepared By: KATIE A. HUBBARD
FARMERS & MERCHANTS
SAVINGS BANK
101 E. MAIN ST. PO BOX 588, MANCHESTER, IA 52057 (563) 927-4475
Return To: FARMERS & MERCHANTS
SAVINGS BANK
101 E. MAIN ST. PO BOX
588 MANCHESTER, IA 52057

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 10-28-2024
_____. The parties and their addresses are:

MORTGAGOR: PATRICK D. MCDONALD and DEANN M. MCDONALD, HUSBAND &
WIFE
1345 310TH STREET
RYAN, IA 52330

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors,
their signatures and acknowledgments. The Addendum is located on _____.

LENDER: FARMERS & MERCHANTS SAVINGS BANK
Organized and existing under the laws of the state of Iowa
101 E. MAIN ST. PO BOX 588
MANCHESTER, IA 52057

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 12-10-2004
_____ and recorded on 12-10-2004 _____. The Security Instrument was
recorded in the records of DELAWARE
County, Iowa at BOOK 2004, PAGE 4635 _____. The property is located
in DELAWARE _____ County at 1345 310TH STREET, RYAN,
IA 52330 _____.

The property is described as: (If the legal description of the property is not on page one of
this Security Instrument, it is located on Page 5 _____.)

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 250,000.00
LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

MODIFICATION. For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

EXTEND THE OPEN-END MORTGAGE FOR AN ADDITIONAL 20 YEARS (10/28/2044).

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$ _____ which is a \$ _____ increase decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

NOTICE TO CONSUMER

(For purposes of this Notice, "You" means Mortgagor)

1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time with penalty and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

MORTGAGOR:

Patrick D. McDonald 10-23-24
(Signature) PATRICK D. MCDONALD (Date)

Deann M. McDonald 10.23.24
(Signature) DEANN M. MCDONALD (Date)

(Signature) (Date)

LENDER: FARMERS & MERCHANTS SAVINGS BANK

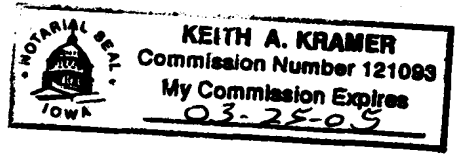
By Keith A. Kramer
KEITH A. KRAMER, EXECUTIVE VICE PRESIDENT

ACKNOWLEDGMENT:

(Individual) STATE OF Iowa, COUNTY OF DELAWARE } ss.
On this 28th day of October, 2024, before me, a Notary Public in the state of Iowa, personally appeared PATRICK D. MCDONALD; DEANN M. MCDONALD, HUSBAND & WIFE to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

My commission expires:
(Seal)

Keith A. Kramer
(Notary Public)



ACKNOWLEDGMENT:

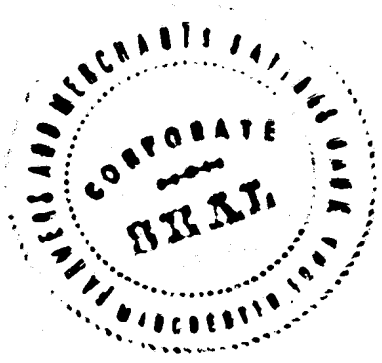
(Lender) STATE OF Iowa, COUNTY OF DELAWARE } ss.
On this 28th day of October, 2024, before me, a
Notary Public in the state of Iowa, personally appeared KEITH A. KRAMER
, to me personally known, who
being by me duly sworn or affirmed did say that person is EXECUTIVE VICE
PRESIDENT of said entity, (that seal affixed to said instrument is the
seal of said entity or no seal has been procured by said entity) and that said
instrument was signed and sealed, if applicable, on behalf of the said entity by
authority of its and the said
EXECUTIVE VICE PRESIDENT
acknowledged the execution of said instrument to be the voluntary act and deed of
said entity by it voluntarily executed.

My commission expires:
(Seal)

Katie A. Hubbard
(Notary Public)



Loan origination organization
NMLS ID
Loan originator
NMLS ID



LEGAL DESCRIPTION

THE SOUTHWEST QUARTER (SW¼) OF SECTION FIFTEEN (15), TOWNSHIP EIGHTY-SEVEN (87) NORTH, RANGE SIX (6), WEST OF THE FIFTH P.M.

EXCEPT:

PARCEL 2013-88; PART OF THE SOUTHEAST QUARTER (SE¼) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION FIFTEEN (15), TOWNSHIP EIGHTY-SEVEN NORTH (T87N) RANGE SIX WEST (R6W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA, CONTAINING A TOTAL OF 1.91 ACRES, INCLUDING .016 ACRES OF PUBLIC ROAD RIGHT OF WAY, SUBJECT TO EASEMENTS OF RECORD, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION FIFTEEN (15), TOWNSHIP EIGHTY SEVEN NORTH (T87N), RANGE SIX WEST (R6W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER (SW¼) OF SAID SECTION FIFTEEN (15), SOUTH 88°58'18" WEST, 225.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER (SW¼) OF SAID SECTION FIFTEEN (15) SOUTH 88°58'18" WEST, 205.00 FEET; THENCE NORTH 00°37'47" WEST, 405.00 FEET; THENCE NORTH 88°58'18" EAST, 205.00 FEET; THENCE SOUTH 00°37'47" EAST, 405.00 FEET TO THE POINT OF BEGINNING; CONTAINING A TOTAL OF 1.91 ACRES, INCLUDING .016 ACRES OF PUBLIC ROAD RIGHT OF WAY, AND SUBJECT TO EASEMENT OF RECORD.

FURTHER EXCEPTING:

PARCEL C, BEING PART OF THE SW¼ SW¼ OF SECTION 15, TOWNSHIP 87 NORTH, RANGE 6, WEST OF THE FIFTH P.M., ACCORDING TO THE PLAT OF SURVEY FILED MARCH 7, 2008, RECORDED IN BOOK 2008, PAGE 692 OF THE DELAWARE COUNTY, IOWA RECORDS.