

Recorded: 1/30/2025 at 8:30:31.0 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: 2025 PG: 267

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

Prepared By: TRACY L FONCK

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 01-30-2025.
_____. The parties and their addresses are:

MORTGAGOR: CHRISTOPHER E. CLAYTON and JENNIFER E. CLAYTON, HUSBAND
AND WIFE
18889 161ST AVE
MANCHESTER, IA 52057

☐ 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 08-21-2020
_____ and recorded on 08-21-2020 _____. The Security Instrument was
recorded in the records of DELAWARE
County, Iowa at BOOK 2020, PAGE 2827 _____. The property is located
in DELAWARE _____ County at 1477 190TH STREET,
MANCHESTER, IA 52057 _____.

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 EXHIBIT A- PAGE 5 _____.)

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 300,000.00
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.)*

INCREASE THE OPEN-END MORTGAGE TO \$300,000.00

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$300,000.00 ☒ which is a \$50,000.00 ☒ 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:

 1/30/25
(Signature) CHRISTOPHER E. CLAYTON (Date)

 1/30/25
(Signature) JENNIFER E. CLAYTON (Date)

(Signature) (Date)

LENDER: FARMERS & MERCHANTS SAVINGS BANK

By 
MORGAN WEBER, MORTGAGE LOAN OFFICER

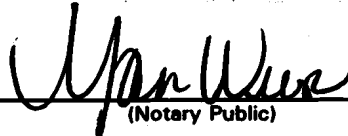
ACKNOWLEDGMENT:

(Individual) STATE OF Iowa, COUNTY OF DELAWARE } ss.
On this 30th day of January, 2025, before me, a
Notary Public in the state of Iowa, personally appeared CHRISTOPHER E.
CLAYTON; JENNIFER E. CLAYTON, HUSBAND AND 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)




(Notary Public)

ACKNOWLEDGMENT:

(Lender) STATE OF Iowa, COUNTY OF DELAWARE } ss.
On this 30th day of January, 2025, before me, a
Notary Public in the state of Iowa, personally appeared MORGAN WEBER
, to me personally known, who
being by me duly sworn or affirmed did say that person is MORTGAGE LOAN
OFFICER 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
MORTGAGE LOAN OFFICER
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

EXHIBIT A

LOTS TWO (2) AND THREE (3) OF THE MENSEN SUBDIVISION A SUBDIVISION OF PARCEL 2015-86 BEING ALL OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ - SE $\frac{1}{4}$); ALL OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW $\frac{1}{4}$ - SE $\frac{1}{4}$); PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW $\frac{1}{4}$ - SE $\frac{1}{4}$); AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE $\frac{1}{4}$ - SE $\frac{1}{4}$), OF SECTION 14, TOWNSHIP 89 NORTH, RANGE 6 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 2016, PAGE 1556.