

Recorded: 3/13/2025 at 12:33:33.0 PM
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: 2025 PG: 641

This instrument was prepared by: Sara Domeyer for Community Savings Bank, 101 E Union, PO Box 77, Edgewood, IA 52042 (563)928-6425
Return to: Community Savings Bank, 101 E Union, PO Box 77, Edgewood, IA 52042 (563)928-6425

MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement (the "Amendment"), is made and entered into by James G Goldsmith and Kristi L Goldsmith (the "Mortgagor") and Community Savings Bank (the "Lender"), on March 12, 2025.

Whereas, Mortgagor executed a mortgage dated March 2, 2012 (as amended and/or restated, the "Mortgage") on March 2, 2012. The "Property" subject to the Mortgage legally described as:

The West seventy (70) acres of the North fractional one-half (Nfr1/2) of the Northwest Quarter (NW ¼) of Section Five (5), and the Northeast fractional Quarter (NEfr1/4) of the Northeast Quarter (NE ¼), and the Southwest Quarter (SW ¼) of the Northeast fractional Quarter (NEfr1/4), and the Southeast Quarter (SE ¼) of the Northwest fractional Quarter (NWfr1/4) and the North fifty and twenty one one-hundredths (50.21) acres of the Southwest fractional Quarter (SWfr1/4) of Section Six (6), all in Township Eighty Eight (88) North, Range Three (3), West of the Fifth P.M., except that part thereof deeded to the State of Iowa by Warranty Deed recorded in Book 83 L.D., Page 366.

The property is located in Delaware County at 2872 221st St, Earlville, Iowa 52041.

Whereas, the Mortgage was recorded in the office of the Recorder for Delaware County, Iowa, on 3/7/2012, in Book 2012, on Page 761, Document Number 2012 761.

Whereas, Mortgagor and Lender have agreed to certain modifications to the Mortgage as outlined in this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, Mortgagor and Lender agree as follows:

Change in Secured Debts and Future Advances. Section 3 of the Mortgage shall be deleted and replaced with the following language:

3. **SECURED DEBTS AND FUTURE ADVANCES.** The term "Secured Debts" includes and this Security Instrument will secure each of the following:

- A. **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements:
- i) A promissory note dated March 2, 2012, from James G Goldsmith and Kristi L Goldsmith ("Borrower1") to Lender, with a loan amount of \$500,000.00 and maturing on March 1, 2019.
 - ii) A promissory note dated March 12, 2025 from Goldsmith Family Farms, LLC, James G Goldsmith, Kristi L Goldsmith and James M Goldsmith ("Borrower2") to Lender, with a loan amount of \$250,000.

The definition of Borrower set forth above replaces any existing description of the Borrower set out in this Mortgage.

B. **Future Advances.** All future advances from Lender to Borrower under the Specific Debts executed by Borrower in favor of Lender after this Security Instrument. If more than one person signs this Security instrument, each agrees that this Security Instrument will secure all future advances that are given to Borrower either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

C. **All Debts.** All present and future debts from Borrower to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of

purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

Effectiveness of Prior Document. Except as provided in the Amendment, all terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms, including any reference in the Mortgage to other indebtedness and/or future advances or credit secured by the Mortgage; and nothing herein will affect the priority of the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

No Waiver of Defaults; Warranties. The Amendment shall not be construed as or be deemed to be a waiver by Lender of existing defaults by Mortgagor whether known or undiscovered. All Agreements, representations and warranties made herein shall survive the execution of the Amendment.

Counterparts. The Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

Receipt of Copy. Mortgagor hereby acknowledges the receipt of a copy of the Amendment together with a copy of each promissory note secured hereby.

Authorization. Mortgagor represents and warrants that the execution, delivery and performance of the Amendment and the documents referenced to herein are within the organizational powers (as applicable) of Mortgagor and have been duly authorized by all necessary organizational action.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.

Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed the Amendment as of March 12, 2025.

MORTGAGOR:

By: James G. Goldsmith
James G Goldsmith

Date: 3/12/25

By: Kristi L. Goldsmith
Kristi L Goldsmith

Date: 3/12/25

MORTGAGOR NOTARIZATION

STATE OF Iowa)
) ss.
COUNTY OF Delaware)

This instrument was acknowledged before me on 3-12-2025, by James G. and Kristi L. Goldsmith



Scott J. Wegmann
NOTARY PUBLIC IN THE STATE OF Iowa
My commission expires: 12-27-2027