

Recorded: 4/14/2025 at 3:30:48.0 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: 931

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

AMENDMENT TO MORTGAGE

This Amendment to Mortgage (the “**Amendment**”), is made and entered into by CRAIG B SCHULTE and BETH A SCHULTE (the “**Mortgagor**”) and COMMUNITY SAVINGS BANK (the “**Lender**”), as of the date set forth below.

RECITALS

- A. Mortgagor executed a mortgage, originally dated August 26, 2016 (as may be amended, the “**Mortgage**”). The land and property subject to the Mortgage is legally described in 2. Conveyance as:

Parcel A part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4), Section Twenty Six (26), Township Eighty-Nine North (T89N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2006, Page 3751

The property is located in Delaware County at 2036 260th Ave, Earlville, IA 52041.

- B. The Mortgage was originally recorded in the office of the Recorder for Delaware County, Iowa, on September 20, 2016 in Book 2016 at Page 2535.

- C. Mortgagor and Lender have agreed to certain modifications to the Mortgage as described below.

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:

Correction of Legal Description Mortgaged. The following described real estate is hereby Amended to the land and property being granted, bargained, warranted, conveyed and mortgaged by Mortgagor to Lender under Section 2. Conveyance of the Mortgage:

Parcel A Part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼), Section Twenty Six (26), Township Eighty-Nine North (T89N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2006, Page 3751.

An additional purpose of this Real Estate Modification is to remove section titled LIMITATIONS ON CROSS-COLLATERALIZATION from said open-end real estate mortgage.



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; 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 Secured Debts continues as security. 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 to Mortgage together with a copy of each promissory note secured hereby.

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 exhibits to the Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned have executed the Amendment as of March 10, 2025.

MORTGAGOR:

By: [Signature] Date: 3/13/25
Craig B. Schulte

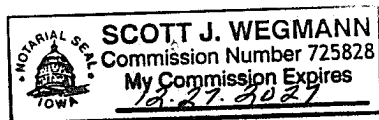
By: [Signature] Date: 3/13/25
Beth A. Schulte

MORTGAGOR NOTARIZATION

STATE OF Iowa

COUNTY OF Delaware

On this 13th day of March, before me, the undersigned, a Notary Public, personally appeared Craig B. Schulte and Beth A. Schulte to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



[Signature]
NOTARY PUBLIC IN THE STATE OF Iowa
My commission expires: 12.27.2027