Recorded: 4/22/2025 at 11:22:59.0 AM

County Recording Fee: \$7.00 lowa E-Filing Fee: \$3.00 Combined Fee: \$10.00 Revenue Tax: \$0.00 Delaware County, Iowa

Daneen Schindler RECORDER

BK: 2025 PG: 1007

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

## MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement ("Agreement") made this <u>April 21, 2025</u> between <u>Michael D Clemen ("Mortgagor(s)")</u> and <u>Community Savings Bank ("Lender")</u>.

*NOTICE:* The Open-End Mortgage identified below secures credit in the amount of \$225,000.00. Loans and advance up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

For good and valuable consideration Mortgagor(s) and Lender hereby agree that the Open-End Real Estate Mortgage of the Mortgagors <u>dated November 9, 2015</u>, and filed on <u>November 23, 2015</u> in the records of the Recorder of <u>Delaware County</u>, Iowa, <u>Number: 20153184</u> for real estate legally described as:

The Southwest (SW ¼) of the Southeast Quarter (SE ¼) of Section Thirteen (13), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M., except Parcel A Part of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼), Section Thirteen (13), Township Eighty-Nine (89) North, Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 53 and also except Parcel D Part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), Section Thirteen (13), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2007, Page 396

The property is located in Delaware County at 3353 Floyd Rd, Dyersville, IA 52040.

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

Except as provided above, all the terms and conditions of the Open-End Real Estate Mortgage shall continue in full force and effect, unchanged by this Agreement.

IN WITNESS WHEREOF, the Mortgagor(s) have executed this document, and acknowledge receipt of a copy thereof as of the date first written above.

Michael D Clemen Date

MORTGAGOR:

## MORTGAGOR NOTARIZATION

| STATE OF <u>Towq</u>   |  |
|--|--|
| COUNTY OF D'abaque   |  |
| On this 25 day of April , before me, the undersigned, a Notary Public, personally appeared 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.   |  |



NOTARY PUBLIC IN THE STATE OF Towq

My commission expires: 5-4-2028