

Recorded: 5/9/2025 at 8:13:32.0 AM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 1167

FOR RECORDER'S USE ONLY

Prepared By: Sarah Kerkemeyer, Heartland Bank and Trust Company, 59 4th St N, Central City, IA 52214, (319) 438-6621

RECORDATION REQUESTED BY:

Heartland Bank and Trust Company, BR# 750-Central City-CC4, 59 4th St N, Central City, IA 52214

WHEN RECORDED MAIL TO:

Heartland Bank and Trust Company, Attn: Commercial Loan Support, P.O. Box 67, Bloomington, IL 61702-0067

MODIFICATION OF MORTGAGE

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 2 of this Modification. The legal description can be found on page 1 of this Modification. The related document or instrument number can be found on page 1 of this Modification.

THIS MODIFICATION OF MORTGAGE dated May 8, 2025, is made and executed between Gerald R. McCusker, Trustee of the Gerald R. McCusker Trust dated June 5, 2024, and any amendments thereto (referred to below as "Grantor") and Heartland Bank and Trust Company, whose address is 59 4th St N, Central City, IA 52214 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 22, 2006 (the "Mortgage") which has been recorded in Delaware County, State of Iowa, as follows:

Recorded on February 22, 2006 as Book 2006 Page 572.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Delaware County, State of Iowa:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 54535

Page 2

The Real Property or its address is commonly known as 1226 285th Street, Ryan, IA 52330. The Real Property tax identification number is 290040000600.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

This Mortgage secures a renewal promissory note in the principal amount of \$470,000.00 dated May 8, 2025 that bears interest at the rate described in the note with a maturity date of May 8, 2030 together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note.

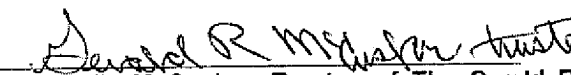
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 8, 2025.

GRANTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

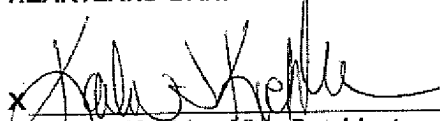
GRANTOR:

THE GERALD R. MCCUSKER TRUST

By: 
Gerald R. McCusker, Trustee of The Gerald R. McCusker Trust

LENDER:

HEARTLAND BANK AND TRUST COMPANY


Karla J Koehler, Vice President

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 54535

Page 3

TRUST ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Linn)

This record was acknowledged before me on May 8, 2025 by Gerald R. McCusker, Trustee of The Gerald R. McCusker Trust.

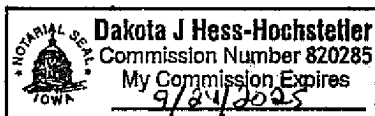


Karla Koehler
Notary Public in and for the State of Iowa
My commission expires 7-25-25

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Linn)

This record was acknowledged before me on May 8th, 2025 by Karla J Koehler as Vice President of Heartland Bank and Trust Company.



Dakota Hess-Hochstetler
Notary Public in and for the State of IA
My commission expires 9/24/2025

Exhibit "A"

Parcel "A" of the Southwest Quarter (SW 1/4) of Section Four (4), Township Eighty Seven (87) North, Range Six (6), West of the Fifth P.M., According to Plat Recorded in Book 6 Plats, Page 126.