

Recorded: 6/4/2025 at 8:26:36.0 AM
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$20.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 1389

Prepared By & Return To: Marie Pillard, Dupaco Community Credit Union, 3999 Pennsylvania Ave, Dubuque, IA 52002 563-557-7600

Mail Tax Bill To: Timothy J Andrews, 306 S Wine St, Earlville, IA 52041

Parcel ID:

SHORT FORM MODIFICATION OF MORTGAGE

This Modification of Mortgage is made on 05/30/2025, by and between Timothy J Andrews, as Borrower(s), and DUPACO COMMUNITY CREDIT UNION, an Iowa credit union, as Lender.

1. Lender is the present owner and holder of a certain Mortgage ("Mortgage"), as follows:

Dated: 02/11/2022

Mortgagor: Timothy J Andrews

Amber L Andrews

Mortgagee: DUPACO COMMUNITY CREDIT UNION

Filing Date: 02/18/2022

Recording Information:

Instrument # BK: 2022 PG: 569

Land Records of Delaware County, Iowa;

2. The legal description of the Real Estate affected and encumbered by the Mortgage is described in the Mortgage, with a local address of:

306 S Wine St, Earlville, IA 52041;

Lot One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), Block Nine (9), Earlville, formerly Nottingham, Iowa, according to plat recorded in Book I, L.D., Pages 346-347; also all of the alley in said Block Nine (9)

3. The Mortgage secures the obligations of loan indebtedness, as evidenced by a promissory note or other document, between Borrowers, and Lender dated 02/11/2022 (the "Loan");
4. At the request of Mortgagor, the parties have entered into an Agreement to amend and modify the terms of the Loan to release Amber L Andrews from the obligations of the Loan secured by the Mortgage effective immediately;
5. The Mortgage is hereby amended, changed and modified to release Amber L Andrews from the obligations of the Loan, including the Mortgage, and in no other respects;
6. This modification is without prejudice to the effectiveness, validity, and enforceability of the Mortgage; and nothing herein, or in any other document executed in connection herewith is, or shall be deemed or construed to be, a novation, cancellation, satisfaction, release, extinguishment, or substitution of the indebtedness evidenced by the promissory note or of any obligation of borrower(s) under the promissory note or the other Loan documents, except as herein modified;
7. All other stipulations, provisions, conditions, and covenants of the Mortgage shall remain in full force and effect, except as herein modified;
8. The Real Estate is and shall remain subject to and encumbered by the lien, charge, and encumbrance of the Mortgage, and nothing herein shall affect or be construed to affect the lien or encumbrance of the Mortgage or the priority thereof over other liens or encumbrances.
9. The Borrower who remains on the Loan and Mortgage acknowledges and agrees to all of the terms of this Modification, and further acknowledges and agrees that: (a) the Mortgage is a valid and enforceable lien upon the Real Estate; (b) the Mortgage secures the obligations described in the Mortgage, as amended hereby; (c) the Mortgage, as amended herein, shall be binding on any successors and assigns of the party; and (d) expressly reaffirms each of the representations, warranties and covenants set forth in the Mortgage and Loan, as amended hereby.
10. This Modification shall be governed by, and construed and interpreted with, the laws of the State of Iowa applicable to agreements made and wholly performed within such state.

(Signatures appear on the attached page)

Dated this 30 day of May, 2025.

DUPACO COMMUNITY CREDIT UNION

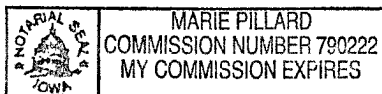
By: Jeann M Digman

Print: Jeann M Digman

Its: VP, Mortgage Lending

STATE OF IOWA; COUNTY OF DUBUQUE) ss.

On this 30 day of May, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared Jeann M Digman, who being first duly sworn, did say that she is VP, Mortgage Lending of Dupaco Community Credit Union; that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the execution of this instrument was the voluntary act and deed of said corporation, by it voluntarily executed.



Marie Pillard
Notary Public in and for said State
My Commission Expires: 5/29/27

BORROWERS

Timothy J Andrews

Print: Timothy J Andrews

Amber Andrews

Print: Amber L Andrews

STATE OF IOWA; COUNTY OF DUBUQUE) ss.

On this 30 day of may, 2025, before me, the undersigned, a Notary Public in and for the said State, personally appeared Timothy J Andrews, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.



Mikail Keister
Notary Public in and for said State
My Commission Expires: 7/13/26

STATE OF IOWA; COUNTY OF DUBUQUE) ss.

On this 30 day of may, 2025, before me, the undersigned, a Notary Public in and for the said State, personally appeared Amber L Andrews, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.

Mikail Keister
Notary Public in and for said State
My Commission Expires: 7/13/26

