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Daneen Schindler, RECORDER/REGISTRAR DELAWARE COUNTY IOWA

Prepared by and return to: Todd J. Locher, Locher & Davis PLC, P. O. Box 7, Farley, IA 52046, (563) 744-3359

MORTGAGE MODIFICATION AGREEMENT

This Mortgage Modification Agreement ("Agreement"), made this 2432 day of 1, 2025, between Marvin Krapfl and Nancy Krapfl ("Borrower") and John J. Clemen and Darlene M. Clemen ("Lender"), amends and supplements a (1) Real Estate Mortgage dated December 28, 2011 and recorded December 29, 2011 in Book 2011, Page 4184 of the records of Delaware County, Iowa, which covers the real and personal property described in the mortgage and (2) the Promissory Note, being the same date as, and secured by the mortgage which covers the real and personal property described in the mortgage and security agreement and defined as the "Land," the real property described being set forth as follows:

The South one-half (S ½) of the Northeast Quarter (NE 1/4) and the South one-half (S ½) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-Six (26), Township Ninety (90) North, Range Four (4), West of the Fifth P.M.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- - 2. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under

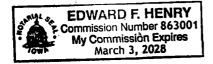
the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

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John J. Clemen, Lender Davlen M. Clemen, Lender Darlene M. Clemen, Lender	Marvin Krapfl, Borrower Namey Krapfl, Borrower
Date of Lenders' Signature	Date of Borrowers' Signature
STATE OF IOWA	

) ss:

This record was acknowledged before me on this 21½ day of Normal 2025 by John J. Clemen and Darlene M. Clemen, husband and wife.



COUNTY OF DUBUQUE

Signature of Notary Public

STATE OF True	
COUNTY OF Pringer) ss:	
This record was acknowledged before me on this $\frac{2l/f}{d}$ day of $\frac{1}{2}$ by Marvin Krapfl and Nancy Krapfl, husband and wife.	<u>, 2025</u>

EDWARD F. HENRY

Commission Number 863001

Signature of Notary Public