Recorded: 6/18/2026 at 8:59:55.0 AM
County Recording Fee: $27.00
Iowa E-Filing Fee: $3.00
Combined Fee: $30.00
Revenue Tax: $0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2026 PG: 1646

**Prepared By:** TRACY L FONCK
FARMERS & MERCHANTS
SAVINGS BANK
101 E. MAIN ST. PO BOX 588, MANCHESTER, IA 52057 (563) 927-4475
**Return To:** FARMERS & MERCHANTS
SAVINGS BANK
101 E. MAIN ST. PO BOX 588
MANCHESTER, IA 52057 (563) 927-4475

# Modification of Open-End Mortgage

**Date and Parties.** The date of this Real Estate Modification (Modification) is 06-18-2026. The parties and their addresses are:

**Mortgagor:** ALEXANDER E. POTTEBAUM, A SINGLE PERSON
1638 255TH AVENUE
EARLVILLE, IA 52041

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments. The Addendum is located on .

**Lender:** FARMERS & MERCHANTS SAVINGS BANK
Organized and existing under the laws of the state of Iowa
101 E. MAIN ST. PO BOX 588
MANCHESTER, IA 52057

**Background.** Mortgagor and Lender entered into a Security Instrument dated 05-09-2025 and recorded on 05-13-2025. The Security Instrument was recorded in the records of DELAWARE County, Iowa at BOOK 2025, PAGE 1215. The property is located in DELAWARE County at 1638 255TH AVENUE, EARLVILLE, IA 52041.
The property is described as: (If the legal description of the property is not on page one of this Security Instrument, it is located on .)
PARCEL 2025-30 IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 89 NORTH, RANGE 4 WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA ACCORDING TO PLAT RECORDED IN BOOK 2025, PAGE 1096.

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $** 500,000.00 **. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.**

**Modification.** For value received, Mortgagor and Lender agree to modify the original Security Instrument. Mortgagor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

INCREASE MORTGAGE AMOUNT TO $500,000.00

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed $500,000.00 ☒ which is a $320,000.00 ☒ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

**Warranty of Title.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Mortgagor also warrants that such same property is unencumbered, except for encumbrances of record.

**Continuation of Terms.** Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

**NOTICE TO CONSUMER**
**(For purposes of this Notice, "You" means Mortgagor)**
**1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time with penalty and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents.**

**Signatures:** By signing below, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of the Modification.

**Mortgagor**

6-17-26

ALEXANDER E. POTTEBAUM **Date**

**Date**

**Date**

**Date**

**Lender**

6-18-26

ADAM S. SHEPPARD, COMMERCIAL & AG BANKING ASSOCIATE

☐ Refer to the attached *Signature Addendum* for additional parties and signatures.

**Acknowledgment (Individual)**
**State of** Iowa
**County of** DELAWARE
**On this** ~~18th~~ 17th **day of** June, 2026 **, before me, a Notary Public in the state of Iowa, personally appeared** ALEXANDER E. POTTEBAUM, A SINGLE PERSON

**to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.**

TRACY L. PONCK
Commission Number 223445
My Commission Expires
7-8-29

*Notary Public*

*My commission expires:* 7-8-2029

**Acknowledgment (Lender)**
**State of** Iowa
**County of**
**On this** 18th **day of** June, 2026 **, before me, a Notary Public in the state of Iowa, personally appeared** ADAM S. SHEPPARD

**, to me personally known, who being by me duly sworn or affirmed did say that person is** COMMERCIAL & AG BANKING ASSOCIATE
**of said entity, (that seal affixed to said instrument is the seal of said entity or no seal has been procured by said entity) and that said instrument was signed and sealed, if applicable, on behalf of the said entity by authority of its**
**and the said** COMMERCIAL & AG BANKING ASSOCIATE
**acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.**

TRACY L. FONCK
Commission Number 223445
My Commission Expires
7-8-2029

*Notary Public*

*My commission expires:*

**Loan Origination Organization:**
**NMLS ID:**
**Loan Originator:**
**NMLS ID:**