



Document 2019 2954

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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

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\_\_\_\_\_ State of Iowa \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

Prepared By: CHARLES D. GORDON

UNION STATE BANK

611 W. HWY 92,

WINTERSET, IA 50273 1-515-462-2161

✓Return To: UNION STATE BANK

611 W. HWY 92

P.O. BOX 110

WINTERSET, IA 50273

## MODIFICATION OF OPEN-END MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is 09-13-2019

\_\_\_\_\_. The parties and their addresses are:

**MORTGAGOR:** KEVIN V. DE REGNIER AND RAENELLE L. DE REGNIER, HUSBAND

AND WIFE

2287 CARVER RD

WINTERSET, IA 50273

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

**LENDER:** UNION STATE BANK

ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA

611 W. HWY 92

P.O. BOX 110

WINTERSET, IA 50273

**BACKGROUND.** Mortgagor and Lender entered into a Security Instrument dated 09-12-2014 and recorded on 09-18-2014. The Security Instrument was

recorded in the records of MADISON

County, Iowa at BOOK 2014, PAGE 2348

\_\_\_\_\_. The property is located

in MADISON County at 2287 CARVER RD,

WINTERSET, IA 50273.

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 PAGE 5.)

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 126,175.00**  
**. 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.)*

PROMISSORY NOTE #4300033008 DATED 09/13/19 BETWEEN TIMBER CREEK DEVELOPMENT INC AND UNION STATE BANK, BY A HYPOTHECATION AGREEMENT DATED 09/13/19 AND REAL ESTATE NOTE #7490029849 DATED 09/12/14 BETWEEN KEVIN V. DE REGNIER AND RAENELLE L. DE REGNIER AND UNION STATE BANK.

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ 266,175.00 ☒ which is a \$ 140,000.00 ☒ 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:**

(Signature) KEVIN V. DE REGNIER

9/13/19  
(Date)

(Signature) RAENELLE L. DE REGNIER

9/13/19  
(Date)

(Signature)

(Date)

**LENDER: UNION STATE BANK**

By Charles D. Gordon  
CHARLES D. GORDON, VICE PRESIDENT

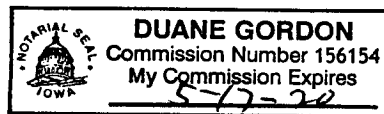
**ACKNOWLEDGMENT:**

(Individual) STATE OF IOWA, COUNTY OF MADISON } ss.  
On this 13TH day of SEPTEMBER, 2019, before me, a  
Notary Public in the state of Iowa, personally appeared KEVIN V. DE REGNIER;  
RAENELLE L. DE REGNIER, HUSBAND AND WIFE 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.

My commission expires:

(Seal)

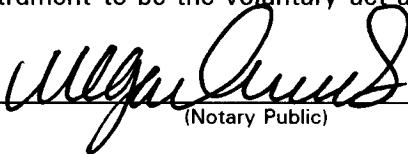
Duane Gordon  
(Notary Public)



**ACKNOWLEDGMENT:**

(Lender) STATE OF IOWA, COUNTY OF MADISON } ss.  
On this 13TH day of SEPTEMBER, 2019, before me, a  
Notary Public in the state of Iowa, personally appeared CHARLES D. GORDON  
, to me personally known, who  
being by me duly sworn or affirmed did say that person is VICE PRESIDENT  
 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 CHARLES D GORDON and the said  
VICE PRESIDENT  
acknowledged the execution of said instrument to be the voluntary act and deed of  
said entity by it voluntarily executed.

My commission expires:  
(Seal)

  
(Notary Public)



Loan origination organization  
NMLS ID  
Loan originator  
NMLS ID

PARCEL "E" LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION ONE (1), TOWNSHIP 75 NORTH, RANGE  
TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, CONTAINING 3.000 ACRES,  
MORE OR LESS AS SHOWN IN AMENDED PLAT OF SURVEY FILED IN BOOK 3, PAGE 234 ON MAY 5, 1998  
IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA