BK: 2021 PG: 3005

Recorded: 7/19/2021 at 3:32:29.0 PM

Pages 6

County Recording Fee: \$32.00

Iowa E-Filing Fee: \$3.00 Combined Fee: \$35.00

Revenue Tax:

LISA SMITH RECORDER Madison County, Iowa

Recordation requested by and when recorded mail to: Amos Financial LLC 3330 Skokie Valley Rd., Suite 301 Highland Park, IL 60035 (847)433-2600

MODIFICATION OF MORTGAGE

Original Recording Information: Mortgage dated March 16, 2006 and recorded on December 27, 2006 with the Madison County Recorder of Deeds of Iowa, as Book 2005, Page 5322.

THIS MODIFICATION OF MORTGAGE dated June 15, 2021 is made and executed between Amy Kathleen Wagner f/k/a Amy White, whose address is 312 E. Benton Street, Winterset, IA 50273 (collectively "Grantor") and Amos Financial LLC, an Illinois limited liability company, whose address is 3330 Skokie Valley Rd., Suite 301, Highland Park, IL 60035 ("Lender").

MORTGAGE. Grantor and Judson Enterprises Inc. d/b/a K-Designers entered into a Mortgage dated March 16, 2006 and recorded on December 27, 2006 with the Madison County Recorder of Deeds of Iowa, as Book 2006, Page 5322 in the original principal amount of \$7,250.23 originally in favor of Judson Enterprises Inc. d/b/a K-Designers (the "Mortgage"). The Mortgage was later assigned to Key Bank N.A. pursuant to an Assignment of Mortgage dated on or about April 3, 2006 and recorded on February 16, 2007 with the Madison County Recorder of Deed of Iowa as Book 2007, Page 669. The Mortgage was further assigned to Amos Financial LLC pursuant to an Assignment of Mortgage dated on or about July 27, 2015 and recorded on July 27, 2015 with the Madison County Recorder of Deeds of Iowa as Book 2015, Page 2108.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in the City of Winterset, County of Madison, State of Iowa described as follows:

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

The real property or its address is commonly known as 312 E. Benton Street, Winterset, IA 50273.

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

The principal balance is adjusted to \$11,750.00. The maturity date is hereby extended to May 22, 2051.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification of Mortgage 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 of Mortgage shall constitute a satisfaction of the Retail Installment Contract executed by Grantor dated March 16, 2006 in the original principal amount of \$7,250.23 originally payable to Judson Enterprises Inc. d/b/a K-Designers. ("Promissory Note"). It is the intent of Grantor and Lender that this Modification of Mortgage shall not adversely affect or impair the priority of the Mortgage and or any other security instruments that were executed in connection with the Promissory Note and/or the Mortgage, all of which shall remain in their current lien position on, and which shall retain their security interest in, the property described therein, superior to any other except as otherwise permitted by applicable law. Nothing contained in this Modification of Mortgage or done pursuant to this Modification of Mortgage will affect or be construed to affect the lien, charge, and encumbrance of the Mortgage or the priority of the Mortgage with respect to other liens, charges, and encumbrances. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Promissory Note, including any accommodation parties, guarantors, and any other parties to any loan documents which were executed in connection with the Mortgage, if any. Any maker or endorser, including any accommodations makers, guarantors, and any other parties to any loan documents, if any, which were executed in connection with the Mortgage shall not be released by virtue of this Modification of Mortgage. Grantor and Lender have entered into a Loan Modification Agreement which is dated the same date as this Modification of Mortgage which modifies, among other things, certain payments terms of the Promissory Note ("Loan" Modification Agreement"). Additional terms and conditions are contained in the Loan Modification Agreement.

COUNTERPART SIGNATURES. This document may be signed in any number of counterparts all of which combined shall be considered one and the same document.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS.

[SIGNATURE PAGES TO FOLLOW]

The principal balance is adjusted to \$11,750.00. The maturity date is hereby extended to May 22, 2051.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification of Mortgage 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 of Mortgage shall constitute a satisfaction of the Retail Installment Contract executed by Grantor dated March 16, 2006 in the original principal amount of \$7,250.23 originally payable to Judson Enterprises Inc. d/b/a K-Designers. ("Promissory Note"). It is the intent of Grantor and Lender that this Modification of Mortgage shall not adversely affect or impair the priority of the Mortgage and or any other security instruments that were executed in connection with the Promissory Note and/or the Mortgage, all of which shall remain in their current lien position on, and which shall retain their security interest in, the property described therein, superior to any other except as otherwise permitted by applicable law. Nothing contained in this Modification of Mortgage or done pursuant to this Modification of Mortgage will affect or be construed to affect the lien, charge, and encumbrance of the Mortgage or the priority of the Mortgage with respect to other liens, charges, and encumbrances. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Promissory Note, including any accommodation parties, guarantors, and any other parties to any loan documents which were executed in connection with the Mortgage, if any. Any maker or endorser, including any accommodations makers, guarantors, and any other parties to any loan documents, if any, which were executed in connection with the Mortgage shall not be released by virtue of this Modification of Mortgage. Grantor and Lender have entered into a Loan Modification Agreement which is dated the same date as this Modification of Mortgage which modifies, among other things, certain payments terms of the Promissory Note ("Loan Modification Agreement"). Additional terms and conditions are contained in the Loan Modification Agreement.

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[SIGNATURE PAGES TO FOLLOW]

WITNESS WHEREOF, the parties have executed this Modification of Mortgage, under seal, as of the date set forth above.
Amy Kathleen Wagner f/k/a Amy White - Grantor Date: 6/15/21
Acknowledgment
State of Iowa County of Madisch
This instrument was acknowledged before me on <u>U·\S· D·</u> by Amy Kathleen Wagner f/k/a Amy White.
Notary Public AMANDA DEVOS Commission Number 831990 My Commission Expires 5 13 20
Amanda Devos (Print Name)
My Commission Expires: 5 · 13 · 2024

LENDER: AMOS FINANCIAL LLC
(seal) Print: Ohannes Korogluyan Fitle: Manager of Amos Financial LLC Date: 6-29-21
STATE OF <u>Llinois</u> COUNTY OF <u>Lake</u>
On this 29 day of June, 2021 before me Justica Fawes Lakes print name of notary) the undersigned officer, personally came Ohannes Korogluyan as the authorized member of Amos Financial LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the signing of the instrument to be the free act and deed of said limited liability company, pursuant to the authority of its members, and his free act and deed personally and as such member.
In witness whereof, I hereunto set my hand official seal. JESSICA FRANCES LAKOSKE Official Seal Notary Public - State of Illinois My Commission Expires Sep 3, 2024
My Commission Expires: 09/03/2024

Certificate of Residence

The below officer certifies that the principal business and mailing address of Amos Financial LLC is 3330 Skokie Yalley Rd., Suite 301, Highland Park, IL 60035.

Print: Ohannes Korogluyan

Title: Manager of Amos Financial LLC Date: (0-74-21

EXHIBIT A (Legal Description)

ALL THAT PARCEL OF LAND IN TOWN OF WINTERSET, MADISON COUNTY, STATE OF IOWA, AS MORE FULLY DESCRIBED IN DEED BOOK 2005, PAGE 2015, ID #820003104020000, BEING KNOWN AND DESIGNATED AS THE EAST 56 FEET OF LOT TWO (2) IN BLOCK FOUR (4) OF NORTH ADDITION TO THE TOWN OF WINTERSET, MADISON COUNTY, IOWA.