

Book 2023 Page 2954 Type 04 002 Pages 5 Date 12/06/2023 Time 3:05:34PM

Rec Amt \$27.00

INDX **ANNO** SCAN

CHEK

BRANDY MACUMBER, COUNTY RECORDER

MADISON COUNTY IOWA

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This instrument was prepared by JAYNE MAXWELL, UNION STATE BANK, PO BOX 110, WINTERSET, IA 50273, 515-462-2161

Return To: JAYNE MAXWELL, UNION STATE BANK, PO BOX 110, WINTERSET, IA 50273

# MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is December 5, 2023. The parties and their addresses are:

### MORTGAGOR:

KAROLYN M BAKER

2730 SAINT CHARLES RD SAINT CHARLES, IA 50240-8522

**ROBBIE D BAKER** 

2730 SAINT CHARLES RD **SAINT CHARLES, IA 50240-8522** 

WIFE AND HUSBAND

#### LENDER:

**UNION STATE BANK** 

Organized and existing under the laws of lowa 611 W. HWY 92 WINTERSET, IA 50273

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated DECEMBER 6, 2012 and recorded on DECEMBER 6, 2012 (Security Instrument). The Security Instrument was recorded in the records of Madison County, lowa at BOOK 2012, PAGE 3695.

**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

- A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:
  - (1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:
    - (a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated December 6, 2012, from KAROLYN M BAKER (Borrower) to Lender, with a modified loan amount of \$72,988.93 and maturing on December 5, 2028.
    - (b) All Debts. All present and future debts from KAROLYN M BAKER to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.
    - (c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- **3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- **4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

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# **NOTICE TO CONSUMER:**

- 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 without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

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

**MORTGAGOR:** 

Karolyn Raker	
KAROLYN M BAKER	

Date	12	5	2-3	

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ROBBIE	D BAKER	

Date	12-5-	23	
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## LENDER:

UNION STATE BANK

DUANE GORDON VICE PRESIDENT

Date /2 - 5 - 23

## ACKNOWLEDGMENT.

STATE OF IOWA, COUNTY OF MADISON ss.

On this 5th day of December 2023 before me, a Notary Public in the state of Iowa, personally appeared KAROLYN M BAKER, and ROBBIE D BAKER, 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:

(Notary Public)

# (Lender Acknowledgment)

STATE OF IOWA, COUNTY OF MADISON ss.

On this 5th day of December 2023 before me, a Notary Public, in and for said county, personally appeared DUANE GORDON, to me personally known, who being by me duly sworn or affirmed did say that that person is VICE PRESIDENT of UNION STATE BANK and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said VICE PRESIDENT acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

My commission expires:

Notary Public)