



Document 2017 628

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

____ State of Iowa _____ Space Above This Line For Recording Data _____

Prepared By: ROBERT CARMAN

AMERICAN STATE BANK -
WINTERSET

✓ Return To: 809 NORTH JOHN WAYNE DRIVE, WINTERSET, IA 50273 (515) 462-5090

AMERICAN STATE BANK -
WINTERSET
809 NORTH JOHN WAYNE
DRIVE WINTERSET, IA 50273

MODIFICATION OF OPEN-END MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 02-06-2017
_____. The parties and their addresses are:

MORTGAGOR: CHARLES WADE FEURING AND KERRY JO FEURING, AS HUSBAND
AND WIFE
2319 HARMON AVE.
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: AMERICAN STATE BANK - WINTERSET
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IOWA
809 NORTH JOHN WAYNE DRIVE
WINTERSET, IA 50273

BACKGROUND. Mortgagor and Lender entered into a Security Instrument dated 11-18-2016
_____ and recorded on 11-28-2016 _____. The Security Instrument was
recorded in the records of MADISON
County, Iowa at BOOK 2016, PAGE 3600 _____. The property is located
in MADISON _____ County at 1076 200TH ST, DEXTER, IA
50070 _____.

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 5 _____.)

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE APART
HEREOF.

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 150,000.00
. 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.)*

MORTGAGE AMOUNT INCREASED FROM \$100,000.00 TO \$150,000.00.

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ 150,000.00 ☒ which is a \$ 50,000.00 ☒ 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:

Charles Feuring
(Signature) CHARLES WADE FEURING

2-06-17
(Date)

Kerry Jo Feuring
(Signature) KERRY JO FEURING

02/13/17
(Date)

(Signature)

(Date)

LENDER: AMERICAN STATE BANK - WINTERSET

By [Signature]
ROBERT CARMAN, VICE PRESIDENT

ACKNOWLEDGMENT:

(Individual) STATE OF IOWA, COUNTY OF MADISON } ss.
On this 6TH day of FEBRUARY, 2017, before me, a
Notary Public in the state of Iowa, personally appeared CHARLES WADE
FEURING; KERRY JO FEURING, AS 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.

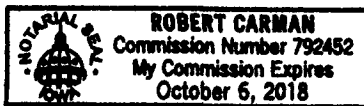
My commission expires: 10-06-2018

(Seal)

[Signature]

(Notary Public)

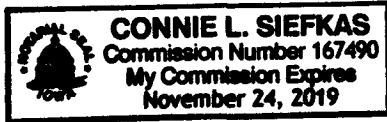
ROBERT CARMAN

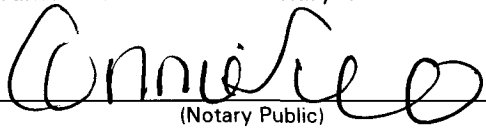


ACKNOWLEDGMENT:

(Lender) STATE OF IOWA, COUNTY OF MADISON } ss.
On this 6TH day of FEBRUARY, 2017, before me, a
Notary Public in the state of Iowa, personally appeared ROBERT CARMAN
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 Board of Directors 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)
CONNIE SIEFKAS

Loan origination organization
NMLS ID
Loan originator
NMLS ID

EXHIBIT "A"

LEGAL DESCRIPTION:

Parcel "F" located in the Northwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Thirty (30), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 3.81 acres, as shown in Plat of Survey filed in Book 2016, Page 1646 on June 13, 2016, in the Office of the Recorder of Madison County, Iowa.

C. W. F.
KJF