



Document 2017 634

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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 02-17-2017
_____. The parties and their addresses are:

MORTGAGOR: JOE A. SCJARROTTA AND MICHELL L. MEASE-SCJARROTTA, AS
HUSBAND AND WIFE
145 E GARFIELD ST
TRURO, IA 50257

☐ 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 02-08-2017
_____ and recorded on 02-13-2017 _____. The Security Instrument was
recorded in the records of MADISON
County, Iowa at BOOK 2017; PAGE 484 _____. The property is located
in MADISON _____ County at _____.

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 HERTO AND BY THIS REFERENCE MADE APART
HEREOF.

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 117,000.00
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.)*

OPEN-ENDED FEATURE ON REAL ESTATE MORTGAGE IS HEREBY REVOKED AND CHANGED TO A CLOSED-END REAL ESTATE MORTGAGE.

☐ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$_____ ☐ which is a \$_____ ☐ 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:

 2-17-17
(Signature) JOE A. SCIARROTTA (Date)

 2-17-17
(Signature) MICHELL L. MEASE-SCIARROTTA (Date)

(Signature) (Date)

LENDER: AMERICAN STATE BANK - WINTERSET

By 
ROBERT CARMAN, VICE PRESIDENT

ACKNOWLEDGMENT:

(Individual) STATE OF IOWA, COUNTY OF MADISON } ss.
On this 17TH day of FEBRUARY, 2017, before me, a
Notary Public in the state of Iowa, personally appeared JOE A. SCIARROTTA;
MICHELL L. MEASE-SCIARROTTA, 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)

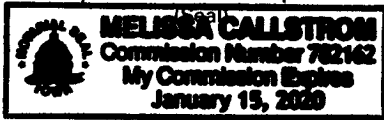

(Notary Public)
ROBERT CARMAN

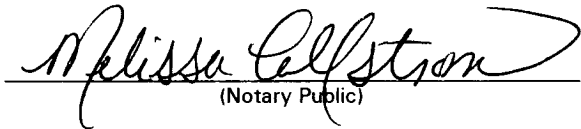


ACKNOWLEDGMENT:

(Lender) STATE OF IOWA _____, COUNTY OF MADISON _____ } ss.
On this 17TH _____ day of FEBRUARY, 2017 _____, before me, a
Notary Public in the state of Iowa, personally appeared ROBERT CARMAN _____
_____, 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 VICE PRESIDENT _____ 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:




(Notary Public)

Loan origination organization
NMLS ID
Loan originator
NMLS ID

EXHIBIT "A"

The East Half (1/2) of the Southwest Quarter (1/4) of Section Nine (9), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; **AND** the Northwest Quarter (1/4) of the Northeast Quarter (1/4) and the South Half (1/2) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Sixteen (16), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; **EXCEPT** the following described tracts, to-wit:

1. The East 207 feet of the South Half (1/2) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Sixteen (16);
2. The North 81.5 feet of the West 94.5 feet of the East 301.5 feet of the South Half (1/2) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Sixteen (16);
3. A triangular tract of 1 3/4 acre located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section Sixteen (16), more particularly described as follows, to-wit: Beginning at a point 400 feet West of the Northeast Corner of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section Sixteen (16), thence South 310 feet to the center of ditch, thence following said ditch Northwest to the North line of said 40-acre tract, thence East approximately 400 feet to place of beginning;
4. That part of Parcel "A" located in the North Half (1/2) of the Northeast Quarter (1/4) of said Section Sixteen (16), containing 3.91 acres, as shown in Plat of Survey filed in Book 2, Page 239 on January 12, 1995, in the Office of the Recorder of Madison County, Iowa;
5. That part of Parcel "B" located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section Sixteen (16), containing 12.89 acres, as shown in Plat of Survey filed in Book 2, Page 246 on February 7, 1995, in the Office of the Recorder of Madison County, Iowa;
6. A tract of land located in the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section Nine (9), more particularly described as follows, to-wit: Commencing at the Southwest corner of the East Half (1/2) of the Southwest Quarter (1/4) of said Section Nine (9), and running thence East 270 feet, thence North 380 feet, thence West 270 feet, thence South 380 feet to the place of beginning.