

BK: 2018 PG: 108  
Recorded: 1/9/2018 at 2:58:24.0 PM  
Fee Amount: \$17.00  
Revenue Tax:  
LISA SMITH RECORDER  
Madison County, Iowa

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(Space Above This Line For Recording Data)

LOAN NUMBER: 11201269  
NMLS COMPANY IDENTIFIER: 469850  
NMLS ORIGINATOR IDENTIFIER: 488058

THIS INSTRUMENT PREPARED BY: First American Bank - Abby Van Ert, whose address is P.O. Box 71156, Clive, Iowa 50325, and whose telephone number is (515)226-9998

WHEN RECORDED RETURN TO: First American Bank - Abby Van Ert, whose address is P.O. Box 71156, Clive, Iowa 50325

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## MODIFICATION AGREEMENT - MORTGAGE

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this 9th day of January, 2018, between Michael J Risewick, whose address is 1405 Tree Line Ct, Van Meter, Iowa 50261, and Christina Risewick, a married couple, whose address is 1405 Tree Line Ct, Van Meter, Iowa 50261 ("Mortgagor"), and First American Bank whose address is 12333 University Avenue, Clive, Iowa 50325 ("Lender").

First American Bank and Mortgagor entered into a Mortgage dated November 20, 2017 and recorded on November 27, 2017, in Book 2017, Page 3713, records of County of Madison, State of Iowa ("Mortgage"). The Mortgage covers the following described real property:

Address: 1405 Tree Line Ct, Van Meter, Iowa 50261

Legal Description: Lot Twenty-eight (28) of PHASE II, TIMBER RIDGE ESTATES, located in the Northeast Quarter (1/4) of Section Twenty-nine (29) in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- THE DOLLAR AMOUNT OF THIS MORTGAGE IS INCREASED TO \$100,000.

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as



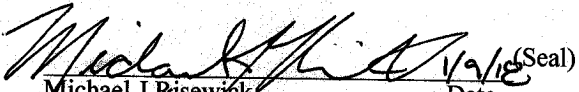
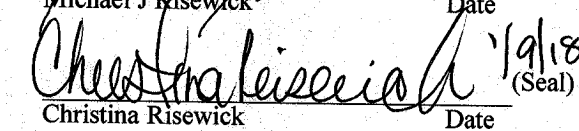
specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

 (Seal)  
Michael J Risewick Date  
 (Seal)  
Christina Risewick Date

Witnessed by:

Name: \_\_\_\_\_ (Seal) Date \_\_\_\_\_ Name: \_\_\_\_\_ (Seal) Date \_\_\_\_\_

#### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA )  
COUNTY OF POLK )

This instrument was acknowledged by Michael J Risewick, <sup>married person</sup> ~~a single person~~, and Christina Risewick, <sup>a married person</sup> ~~a single person~~, before me on 1-9-18. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My commission expires: 1-12-19

residing in Des Moines, Iowa Park County, IA

County.

(Official Seal)



Identification Number



LENDER: First American Bank

Mary Leist 1-9-18 (Seal)  
By: Mary Leist Date  
Its: Private Banking Representative

**BUSINESS ACKNOWLEDGMENT**

STATE OF IOWA )

COUNTY OF POLK )

This instrument was acknowledged on the 9th day of January, 2018, by Mary Leist, Private Banking Representative on behalf of First American Bank, a(n) Bank, who personally appeared before me.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 4/11/2018

residing at

, in

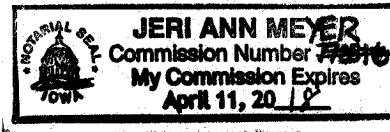
Jeri Ann Meyer

County, IA

Identification Number

County.

(Official Seal)



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