



Document 2018 1758

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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

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This instrument was prepared by Erica Carico, Central Bank, 6601 Westown Parkway, Suite 140, West Des Moines, IA 50266, 515-224-2130

Return To: Erica Carico, Central Bank, 6601 Westown Parkway, Suite 140, West Des Moines, IA 50266

## MODIFICATION OF MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is May 29, 2018. The parties and their addresses are:

**MORTGAGOR:**

**MAXWELL E. CORNELISON**

Spouse of Alyssa S. Cornelison

301 14th St

Dallas Center, IA 50063

**ALYSSA S. CORNELISON**

Spouse of Maxwell E. Cornelison

301 14th St

Dallas Center, IA 50063

**LENDER:**

**CENTRAL BANK**

Organized and existing under the laws of Iowa

6601 Westown Parkway, Suite 140

West Des Moines, IA 50266

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated February 16, 2018 and recorded on February 21, 2018 (Security Instrument). The Security Instrument was recorded in the records of Madison County, Iowa at Book 2018 Page 556 and covered the following described Property:

Maxwell E. Cornelison  
Iowa Real Estate Modification  
IA/4XECARIC00000000001544017052918N

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Initials/ *MC AC*  
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The West Half of the Northwest Quarter of the Southeast Quarter (W 1/2 NW 1/4 SE 1/4) of Section 18, Township 75 North, Range 26, West of the 5th P.M., Madison County, Iowa, containing 19.975 acres, as shown in Plat of Survey filed in Book 2002, Page 3350 on July 10, 2002 in the Office of the Recorder of Madison County, Iowa

The property is located in Madison County at W 1/2 NW SE Settlers Trl, St. Charles, Iowa 50261.

**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:

**NOTICE. THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$450,000.00. 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. HOWEVER, THE PRIORITY OF A PRIOR RECORDED MORTGAGE UNDER THIS SECTION DOES NOT APPLY TO LOANS OR ADVANCES MADE AFTER RECEIPT OF NOTICE OF FORECLOSURE OR ACTION TO ENFORCE A SUBSEQUENTLY RECORDED MORTGAGE OR OTHER SUBSEQUENTLY RECORDED OR FILED LIEN.**

**A. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

**(1) Secured Debts and Future Advances.** 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, No. 4901284, dated February 16, 2018, from Mortgagor to Lender, with a modified maximum credit limit of \$450,000.00.

**(b) Future Advances.** All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

**(c) All Debts.** All present and future debts from Mortgagor 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.

(d) 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.

**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:**

  
\_\_\_\_\_  
Maxwell E. Cornelison

  
\_\_\_\_\_  
Alyssa S. Cornelison

**LENDER:**

Central Bank

By *C. Stevens*  
Michele Stevens, Senior Vice President

**ACKNOWLEDGMENT.**

State OF Iowa, County OF Dallas ss.  
On this 29th day of May, 2018 before me, a Notary  
Public in the State of Iowa, personally appeared Maxwell E.  
Cornelison, spouse of Alyssa S. Cornelison, and Alyssa S. Cornelison, spouse of  
Maxwell E. Cornelison, 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:

*Erica Carico*  
(Notary Public)



(Lender Acknowledgment)

State Iowa OF Town County Dallas OF Dallas ss.  
On this 29th day of May, 2018 before me, a Notary Public, in and for said county, personally appeared Michele Stevens, to me personally known, who being by me duly sworn or affirmed did say that that person is Senior Vice President of Central Bank and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said Senior 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:

Erica Carico  
(Notary Public)

