



Document 2019 1392

Book 2019 Page 1392 Type 04 002 Pages 4
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INDX
ANNO
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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Prepared By: David A. Koch
611 W Hwy 92
Winterset, IA 50273

Phone: (515) 462 - 2161

✓ **Return To:** Jayne Maxwell
611 W Hwy 92
Winterset, IA 50273

Full Legal Description Located on Page: 2

Lender Name Located on Page: 1

Grantor/Mortgagor/Borrower Name Located on Page: 1

Modification of Open-End Mortgage

With Future Advance Clause

The date of this Open-End Mortgage ("*Security Instrument*") is May 9, 2019.

Mortgagor

Shawn Nigg
Spouse of Sarah Nigg
Sarah Nigg
Spouse of Shawn Nigg
2208 Holliwell Valley Ct
Winterset, IA 50273

Date: May 9, 2019

Lender

Union State Bank
Organized and existing under the laws of the state
of Iowa
611 W Hwy 92
PO Box 110
Winterset, IA 50273

Loan Number: 4260032558

Background. Mortgagor and Lender entered into a Security Instrument dated August 10, 2018 and recorded on August 13, 2018. The Security Instrument was recorded in the records of Madison County, Iowa at Book 2018 Page 2619. The property is located in Madison County at 704 N 10th Ave, Winterset, IA 50273.

Described as: Lot Eight (8) of Corkrean & Watts Addition Plat No. 6, an Addition to the City of Winterset, Madison County, Iowa

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.

A promissory note between Lender and Shawn Nigg and Sarah Nigg (the "Borrower") dated August 10, 2018 as modified by the loan modification agreement signed by Borrower and dated the same date as this Modification (the "Loan Modification Agreement"). The Loan Modification Agreement states that Borrower owes Lender Two hundred ninety five thousand and 00/100 Dollars (U.S. \$295,000.00) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than August 10, 2019.

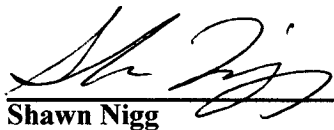
☒ **Maximum Obligation Limit.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ 295,000 ☒ which is a \$ 19,000 ☒ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly 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.

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


Shawn Nigg

5-9-19

Date


Sarah Nigg by Shawn Nigg,

by Shawn Nigg Attorney-in-Fact

5-9-19

Date

Attorney-in-Fact

Lender

Union State Bank

David A Koch, VP 5/9/19
Date

Acknowledgment

State of Iowa

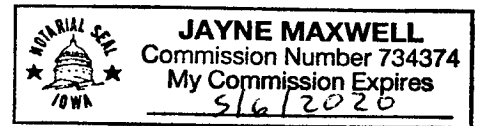
County of Madison

This instrument was acknowledged before me on 5-9-2019 by Shawn Nigg.

Jayne Maxwell
Notary Public

Jayne Maxwell
(Print Name)

My commission expires: 5/6/2020



Acknowledgment

State of Iowa

County of Madison

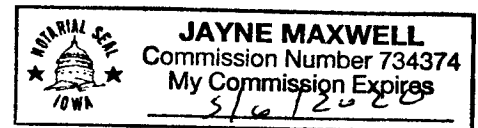
This instrument was acknowledged before me on 5-9-2019 by

Shawn Nigg, attorney-in-fact for Sarah Nigg

Jayne Maxwell
Notary Public

Jayne Maxwell
(Print Name)

My commission expires: 5/6/2020



Acknowledgment

State of Iowa

County of Madison

This instrument was acknowledged before me on 5-9-2019 by
David A. Koch, VP of Union State Bank.

Jayne Maxwell
Notary Public

Jayne Maxwell
(Print Name)

My commission expires: 5/6/2020



Loan Origination Organization: Union State Bank
NMLS ID: 435185

Loan Originator: David A. Koch
NMLS ID: 471741