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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

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

Prepared By: AMERICAN STATE BANK


a.

CONNIE L. SIEFKAS, VICE
PRESIDENT

809 NORTH JOHN WAYNE DRIVE WINTERSET, IOWA 50273 515-462-5090

 Return To: 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 07-05-2019

_____. The parties and their addresses are:

MORTGAGOR: DAVID M. NICHOLL REVOCABLE TRUST, AN IOWA TRUST
2219 245TH LANE
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 12-04-2018 and recorded on 12-20-2018. The Security Instrument was

recorded in the records of MADISON

County, Iowa at BOOK 2018 PAGE 4167. The property is located in MADISON County at 2219 245TH LANE,

WINTERSET, IA 50273.

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 PAGE 5 OF 5.)

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 125,000.00
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.)*

☐ **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: DAVID M. NICHOLL REVOCABLE TRUST

David M. Nicholl Trustee 7-5-19
(Signature) DAVID M. NICHOLL, TRUSTEE (Date)

(Signature) (Date)

(Signature) (Date)

LENDER: AMERICAN STATE BANK - WINTERSET

By *Annika Co, Vice President*

ACKNOWLEDGMENT:

(Individual) STATE OF _____, COUNTY OF _____ } ss.
On this _____ day of _____, before me, a
Notary Public in the state of Iowa, personally appeared _____

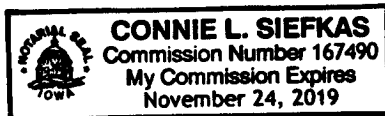
_____ to me
known to be the person(s) named in and who executed the foregoing instrument,
and acknowledged that he/she/they executed the same as his/her/their voluntary
act and deed.

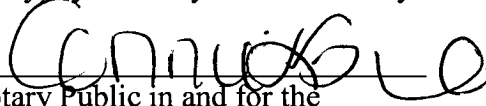
My commission expires:
(Seal)

(Notary Public)

STATE OF IOWA)
) SS:
COUNTY OF MADISON)

On this 5th day of July, 2019 before me, a Notary Public in and for said county and state, personally appeared **DAVID M. NICHOLL** to me personally known, who being by me duly sworn, did say that he is a **TRUSTEE** of **DAVID M. NICHOLL REVOCABLE TRUST** (no seal has been procured by the said); and that **DAVID M. NICHOLL** as such **TRUSTEE** acknowledged the execution of attached **MODIFICATION OF OPEN-END MORTGAGE** be the voluntary act and deed of said entity, by it and by him voluntarily executed.

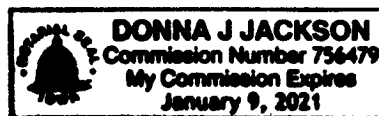


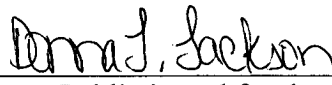


Notary Public in and for the
State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF MADISON)

On this 5th day of July, 2019 before me, a Notary Public in and for said county and state, personally appeared **CONNIE L. SIEFKAS** to me personally known, who being by me duly sworn, did say that she is a **VICE PRESIDENT** of **AMERICAN STATE BANK** (no seal has been procured by the said); and that **CONNIE L. SIEFKAS** as such **VICE PRESIDENT** acknowledged the execution of attached **MODIFICATION OF OPEN-END MORTGAGE** be the voluntary act and deed of said entity, by it and by her voluntarily executed.





Notary Public in and for the
State of Iowa

Loan origination organization AMERICAN STATE BANK – WINTERSET
NMLS ID 456467
Loan originator CONNIE L. SIEFKAS
NMLS ID 473310

DAVID M. NICHOLL REVOCABLE TRUST
David M. Nicholl, Trustee
Exhibit "A" to Real Estate Mortgage
July 9, 2019

Parcel "A" located in the Southwest Fractional Quarter (¼) of the Northwest Quarter (¼) of Section Eighteen (18), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 28.695 acres, as shown in Plat of Survey filed in Book 2, Page 751 on February 3, 1997, in the Office of the Recorder of Madison County, Iowa.

