For Release, See Book 138
Page 87 1/8/36

MODIFICATION AGREEMENT

WHEREAS, Myron C. Zumbach and Carol Zumbach, husband and wife, (hereinafter "Mortgagors") made, executed and delivered to Farmers State Bank a certain Real Estate Mortgage dated September 22, 1986, which Real Estate Mortgage was filed for record in the office of the Delaware County, Iowa, Recorder on the 2nd day of October, 1986, in Book 101 at Page 181, and

WHEREAS, said Mortgage secured the Promissory Notes hereinafter described with the following outstanding balances as of April 11, 1991:

Note No.	Principal	Interest
5021139764	$ 35,000.00	$ 809.08
5031137880	32,000.00	808.76
5031137882	69,000.00	1,970.66
5051139763	40,000.00	782.88
5121137881	354,500.00	12,639.95
5422138696	282,236.39	7,979.94
5422138697	388,315.96	9,191.92
5120131383	246,856.90	8,724.54

WHEREAS, Mortgagors are also indebted to Farmers State Bank on two additional promissory notes numbered 51859050134784 and 9311000093, which Mortgagors and Farmer State Bank have agreed should be secured by said Mortgage, and

WHEREAS, the final payments due under said Notes are now due or will soon be due and the Mortgagors desire to renew and extend said Notes and Mortgage and to vary the terms thereof, and

WHEREAS, Farmers State Bank, in order to assure compliance with Section 535.2 of the Iowa Code may require the execution of new notes and mortgages along with the recording of said mortgages and the issuance of title opinions showing a first lien, and that the same would cause the Mortgagors to incur additional fees for recording instruments and for abstracting and for examination all of which may be avoided by the execution of this Modification Agreement.

NOW, THEREFORE, IT IS AGREED by the undersigned parties as follows:

1. The Promissory Notes referred to above are hereby amended by adding the following sentence to each of said Notes:

FILE No. 93-2616
RECORDING FEE $ 15.00
TRANSFER FEE $
FILED FOR RECORD THE 9 DAY OF May, 1991 AT 11:21 O'CLOCK A M. BOOK 113 PAGE 2
STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
LM

"If this Note provides for the payment of over 50% of the initial principal amount of this Note as a single payment due at the end of the term of this Note, the interest rate of this Note may be adjusted to any lawful interest rate as of the date of any subsequent modification allowing for extension of this Note."

2. Mortgagors have made certain payments on the above-described Promissory Notes, and in consideration of such payments and the mutual covenants and conditions contained herein, Farmers State Bank and Mortgagors agree that the remaining indebtedness of Mortgagors, except for the indebtedness under the Notes numbered 51859050134784 and 9311000093, shall be evidenced by three Promissory Notes numbered 5120131383, 5422138697 and 5422138696, and the remaining indebtedness owed by Mortgagors shall be paid in accordance with the terms and conditions of said Notes. The balances owed under the Notes numbered 51859050134784 and 9311000093 shall be paid in accordance with the terms and conditions of said Notes. All of said Notes should be secured by the above Mortgage.

3. The modifications to the Promissory Notes described in Paragraph 1 of this Modification Agreement shall be retroactive to and including the date of the execution of said Promissory Notes and Mortgage described above.

4. Subsequent extensions of the Promissory Notes described in Paragraph 2 may be made by execution of an extension agreement without the necessity of executing a modification agreement similar to this Modification Agreement.

5. Mortgagors covenant and agree that the Promissory Notes as modified by this Modification Agreement are in compliance with Section 535.2 of the Iowa Code and agree to waive any further compliance with said section and agree to release and hold Farmers State Bank harmless and to indemnify Farmers State Bank from any claim which Mortgagors might make as to noncompliance with said section in consideration of Farmers State Bank waiving the execution of additional new Notes and Mortgages and new title opinions which might otherwise be required for Farmers State Bank to accommodate the Mortgagors' desire to extend the amounts due under said Notes as originally executed.

6. Except as modified herein, the above-referred to Mortgage and Promissory Notes are ratified and reaffirmed in their entirety.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

Executed this 29 day of April, 1991.

FARMERS STATE BANK

BY R. H. Sippel, Senior Vice President

Myron C. Zumbach
MYRON C. ZUMBACH

Carol M. Zumbach
CAROL ZUMBACH

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IOWA, Linn County, ss:

On this 29 day of April A. D. 19 91, before me the undersigned in and for said County, personally appeared Myron C. Zumbach and Carol Zumbach to me known to be the identical person s named in and who executed the foregoing instrument, and whose names they affixed thereto and acknowledged that they executed the same as their voluntary act and deed.

MADE under my hand and seal of office the day and year last above written.

Nancy L. Strand
Notary Public in and for said County.
Commission expires 7/2/92

CERTIFICATE OF ACKNOWLEDGMENT—Corporation

STATE OF IOWA, County of Linn, ss:

On this 29 day of April, A. D., 19 91, before me, the undersigned a Notary Public in and for the County of Linn, State of Iowa, personally appeared R. H. Sippel, Senior Vice President, and XXX XXXXXXXXX, Secretary or Cashier, of Farmers State Bank, the Corporation which executed the above and foregoing instrument, who being by me duly sworn, each for himself, did say that they are respectively the he is Senior V. President and ~~XXXXXXXXXXXX~~ of said Corporation; that (the seal affixed to said instrument is the seal of said Corporation) ~~(no seal has been procured by the said Corporation)~~ and that said instrument was by them signed and sealed on behalf of the said Corporation by authority of its board of directors, and each of them acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and each of them voluntarily executed.

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

NOTARIAL SEAL

Nancy L. Strand
Notary Public in and for Linn County, State of Iowa

(This acknowledgment complies with Sec. 10102 and 10103 and court decisions)