MODIFICATION AGREEMENT

DOCUMENT NO. 18028
RECORDING FEE 15.00

WHEREAS, Duane S. Holst and Christine L. Holst, husband and wife, made, executed and delivered to Farmers State Bank a certain real estate mortgage dated the 23rd day of October, 1987, which real estate mortgage was filed for record in the office of the Delaware County Recorder the 30th day of October, 1987, where the same is found in Book 104, page 166, and

WHEREAS, said mortgage secured a promissory note dated the 23rd day of October, 1987, made and executed and delivered by Duane S. Holst and Christine L. Holst, husband and wife, payable to Farmers State Bank in the principal sum of $50,000.00, and

WHEREAS, the final payment due under said promissory note is now due or will soon be due and the said mortgagors desire to renew and extend said note and to vary the terms thereof, and

WHEREAS, the mortgagee in order to assure compliance with Section 535.2 of the Code of Iowa may require the execution of a new note and new mortgage along with a recording of said mortgage and the issuance of a title opinion showing a first lien and that the same would cause the mortgagors to incure 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. That the promissory note referred to hereinabove is hereby amended by adding the following new sentence: "If this note provides for the payment of over fifty per cent (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."

FILE No. 238-1584
RECORDING FEE $ 15.00
TRANSFER FEE $

FILED FOR RECORD THE 19 DAY OF Nov, 1992 AT 12:23 O'CLOCK P. M. BOOK 117 PAGE 181

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
LM

2. That the promissory note referred to hereinabove is hereby modified and the following particulars: beginning with the monthly payment due the 23rd day of November, 19 92, the monthly payment shall be the sum of $ 402.85 which said sum shall be due on the same day of each and every month for five years. Thereafter, the monthly payment may vary as the interest rate may vary until this note is paid in full the 23rd day of October, 2012. Monthly payments shall be both principal and interest. Beginning on the 12th day of November, 19 92, the interest rate on the principal balance of this note shall be 8.25 per cent annum.
(First interest rate adjustment date is 10/23/97)

3. The amendment to the promissory note set forth in paragraph one of this modification agreement shall be retroactive to and including the date of the execution of said promissory note referred to hereinabove.

4. Subsequent extensions of the promissory note referred to hereinabove may be made by execution of an extension agreement without necessity of executing a modification agreement similar to this modification agreement.

5. The mortgagors covenant and agree that the promissory note as so modified by this modification agreement is in compliance with Section 535.2 of the Code of Iowa and agree to waive any further compliance with said Section and agree to release and hold the mortgagee harmless and to indemnify the mortgagee from any claim the mortgagors might make as to noncompliance with said Section in consideration of the mortgagee waiving the execution of a new note and mortgage and new title opinion requirements otherewise required for the mortgagee to accomodate the mortgagor's desire to extend the amounts due under said note as originally executed.

6. That except as modified herein, the above referred to real estate mortgage and promissory note are ratified and reaffirmed in their entirety.

SIGNED this 12th day of November, 19 92.

Duane S. Holst

Duane S. Holst

Christine L. Holst

Christine L. Holst

FARMERS STATE BANK

By Kim W. Nelson

Kim W. Nelson, Vice President

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 12th day of November, 19 92, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Duane S. Holst and Christine L. Holst, husband and wife to me known to be the idential persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Marjorie K. Grovert

Notary Public in and for said County and State

MARJORIE K. GROVERT

MARJORIE K. GROVERT NOTARIAL SEAL IOWA

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 12th day of November, 19 92, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kim W. Nelson, to me personally known, who, being by me duly sworn, did say that he is the Vice President respectively, of said corporation executing the within and foregoing instrument to which this is attached, that (~~no seal has been procured by the said~~) corporation; that said (the seal affixed thereto is the seal of said) instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Kim W. Nelson as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Marjorie K. Grovert

Notary Public in and for said County and State

MARJORIE K. GROVERT

MARJORIE K. GROVERT NOTARIAL SEAL IOWA

SEAL MARION IOWA

I/WE HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS DOCUMENT

DATED 11/12/92

INITIALS DSH CSH

FILED FOR RECORD
9:56 AM
NOV 16 1992
Eugene F. Kane
RECORDER LINN CO., IOWA