DELAWARE COUNTY IOWA
FILED
'96 NOV 8 AM 10 16
BOOK 132 PAGE 122
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
#11:00

272-1558

Prepared by: Melissa Hallman, John Deere Comm CU 1827 Ansborough Ave
Waterloo, IA 50701 319-236-6718 P.O. Box 6000

AMENDMENT TO MORTGAGE

THIS AGREEMENT is made on the 30th day of October, 1996 by and between Milo J. Van Schoyck and Janice W. Van Schoyck, husband and wife (hereinafter referred to as "Mortgagors") and John Deere Community Credit Union, 1827 Ansborough Ave., Waterloo, Iowa (hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagors and Mortgagee entered into a real estate loan and mortgage on or about August 14, 1995 which mortgage provided for a maximum principal amount of credit in the amount of $40,000.00, and was recorded August 15, 1995 in Book 127 Page 29 of the records of the Delaware County Recorder's Office; and

WHEREAS, Mortgagors and Mortgagee desire to increase the maximum principal amount of credit to the amount of $50,000.00.

NOW, THEREFORE, based upon the mutual promises and covenants between the parties, it is agreed as follows:

1. That the mortgage between Mortgagors and Mortgagee dated August14, 1995 dated and recorded on August 15, 1995 Book 127 Page 29 in the records of the Delaware County Recorder's Office, covering the real estate locally described as: RR 1 CAS-2, Delhi, Iowa 52223 and legally described as:

Lot Fifty-four (54) of "Clair-View Acres at Delhi, Iowa" in Sections Twenty-three (23) and Twenty-six (26), Milo Township, Delaware County, Iowa, according to plat thereof recorded in Book 2 Plats, Page 200; same being a part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Sectiion Twenty-six (26), Township Eighty-eight (88) North, Range Five (5), West of the Fifth Principal Meridian.

is hereby amended by increasing the maximum principal amount of credit from $40,000.00 to the amount $50,000.00.

2. Mortgagors and Mortgagee agree that all other terms of the mortgage between the parties, as referenced above, are hereby ratified and confirmed. The parties further agree that they will continue to be bound by the provisions and terms of the promissory note dated August 14, 1995, between the parties and that this obligation is due and payable on September 1, 2010.

Dated at Alamo, Texas, on the date and year first above written.

For Release, See Book 136
Page 35 8/23/97

Mortgagors

X Milo J Van Schoyck
Milo J. Van Schoyck

X Janice W. Van Schoyck
Janice W. Van Schoyck

John Deere Community Credit Union
Mortgagee

BY Doug Gilbertson
Doug Gilbertson, Manager of Credit Administration

BY J. K. Anderson
J. K. Anderson, Manager of Consumer Lending

amend.mor

DATE 11-08-96 BOOK 132 PAGE 122

STATE OF TEXAS)
) SS.
COUNTY OF HIDALGO)

On this 1ST day of ~~October~~ November, 1996, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Milo J. Van Schoyck and Janice W. Van Schoyck husband and wife, to me known to be the identical person names in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

PAULA P. MARIHUGH
Notary Public,
State of Texas
My Comm. Exp. 10-12-99

Paula P. Marihugh

Notary Public, State of Texas
Paula P. Marihugh

My Commission expires: 10-12-99

STATE OF IOWA)
) SS.
COUNTY OF BLACK HAWK)

On this 30th day of October 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Doug Gilbertson and J. K. Anderson to me personally known, who, being by me duly sworn, did say that they are the Manager of Credit Administration and Manager of Consumer Lending of said John Deere Community Credit Union, executing the within and foregoing instrument, that the seal affixed thereto is the seal of said John Deere Community Credit Union; that said instrument was signed and sealed on behalf of said John Deere Community Credit Union by authority of its Board of Directors; and that the said Manager of Credit Administration and Manager of Consumer Lending, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

MELISSA A. HALLMAN
NOTARIAL SEAL
IOWA

Melissa A. Hallman

Notary Public, State of Iowa
Melissa A. Hallman

My Commission Expires: 7-31-99