Prepared By: Cindy Throckmorton, Midwest Heritage Bank, FSB, 1025 Braden Ave, Charlton IA 50049, (515) 774-8581

RECORDATION REQUESTED BY:

Midwest Heritage Bank, FSB
1025 Braden
Charlton, IA 50049

WHEN RECORDED MAIL TO:

Midwest Heritage Bank, FSB
1025 Braden
Charlton, IA 50049

SEND TAX NOTICES TO:

John E. Anderson and Aleida A. Anderson
Route 1 Box 2147
Manchester, IA 52057

INDEXED IN
CHATTEL MTG. INDEX

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321-3332
DELAWARE COUNTY IOWA
FILED
134 PAGE 155
PEYTON
RECORDER
$11.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

132-7

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 22, 1997, BETWEEN John E. Anderson and Aleida A. Anderson, Husband and Wife, (referred to below as "Grantor"), whose address is Route 1 Box 2147, Manchester, IA 52057; and Midwest Heritage Bank, FSB (referred to below as "Lender"), whose address is 1025 Braden, Charlton, IA 50049.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 12, 1994 (the "Mortgage") recorded in Delaware County, State of Iowa as follows:

Delaware County Recorder's Office In Book 123 of Real Estate at page 19 on April 20, 1994

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in Delaware County, State of Iowa:

Lot Five (5) of "Turtle Creek Camp In Milo Township on Delhi Lake In Delaware County, Iowa", according to plat recorded in Book 2 Plats, Page 63.

The Real Property or its address is commonly known as **Route 1 Box 2147, Manchester, IA 52057.**

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

Extend Maturity Date to April 28,1998.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above, nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

ACKNOWLEDGMENT OF RECEIPT OF COPIES. Grantor hereby acknowledges the receipt of a copy of this Modification.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X _____
John E. Anderson

X _____
Aleida A. Anderson

LENDER:

Midwest Heritage Bank, FSB

By: _____
Authorized Officer

NOTICE OF WAIVER OF HOMESTEAD EXEMPTION

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE, AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE. DATED APRIL 22, 1997.

LENDER:

X _____
John E. Anderson

X _____
Aleida A. Anderson

DATE 5-12-97 BOOK 134 PAGE 155

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Lucas)

NOTARIAL SEAL IOWA — MARILYN S. STEVENSON MY COMMISSION EXPIRES 2-13-98

On this 4th day of May, A.D., 19 97, before me a Notary Public in and for said County and State personally appeared **John E. Anderson and Aleida A. Anderson**, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Marilyn S Stevenson
Notary Public in the State of Iowa

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Lucas)

NOTARIAL SEAL IOWA — MARILYN S. STEVENSON MY COMMISSION EXPIRES 2-13-98

On this 4th day of May, A.D., 19 97, before me, the undersigned Notary Public in and for said County and State, personally appeared Toni S Kasza and known to me to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Marilyn S Stevenson **Residing at** Chariton Ia
Notary Public in and for the State of Iowa **My commission expires** 2-13-98

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