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DELAWARE COUNTY IOWA
14-1084
136 PAGE 142
11.00
RECORDER
STATION

Prepared By: Magna Loan Administration, , 7650 Magna Drive, Belleville, IL 62223,

(X) RECORDATION REQUESTED BY:

Magna Bank, N.A.
202 West First Street
P.O. Box 231
Monticello, IA 52310–0231

WHEN RECORDED MAIL TO:

Magna Loan Administration
7650 Magna Drive
Belleville, IL 62223

For Release, See Book 139
Page 21 3/20/98

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 14, 1997, BETWEEN Roman John Bertling and Margaret Bertling, Husband and Wife, (referred to below as "Grantor"), whose address is RR 1, Box 2, Worthington, IA 52078; and Magna Bank, N.A. (referred to below as "Lender"), whose address is 202 West First Street, P.O. Box 231, Monticello, IA 52310–0231.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 23, 1975 (the "Mortgage") recorded in Delaware County, State of Iowa as follows:

Recorded May 29, 1975 in Recorder of Deeds Office, Delaware County, as Document 211–2244 in Book 76 on Page 166.

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

legal description as stated in the above described mortgage

The Real Property or its address is commonly known as **2600 332ND Ave, Worthington, IA 52076.**

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

WHEREAS, the mortgage deed above referred to was given to secure the payment of a note or notes in the aggregate principal sum of One Hundred Eighty Thousand and No/100 Dollars, payable to the order of Magna Bank, N.A. f/k/a Monticello State Bank upon which indebtedness there is now due and unpaid the sum of One Hundred Fifty Thousand and No/100 Dollars.

WHEREAS, the Grantor(s), and the Lender have agreed upon an extension of time for the payment of said indebtedness, and a modification of the lien of said mortgage securing the same;

NOW THEREFORE, for and in consideration of the covenants and agreements herein made by Magna Bank, N.A. f/k/a Monticello State Bank and the undersigned Grantor, the said Lender, does hereby extend the time of payment of the indebtedness secured by said mortgage, to the 15th day of March, 2014 at which time the said indebtedness, or any unpaid portion thereof, will become due and payable, provided, however, that the undersigned Grantor, co–makers, endorsers or guarantors, shall pay interest and principal on said indebtedness, when due, according to the promissory note or notes and any extensions thereof, and also ratify, affirm and agree to comply with all other terms, conditions, and covenants entered into by said Grantor in said mortgage, the lien of which is hereby extended, and in this agreement..

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 Roman John Bertling
Roman John Bertling

x Margaret Bertling
Margaret Bertling

LENDER:

Magna Bank, N.A.

By: Karla Koehler
Authorized Officer

DATE 10-6-97 BOOK 136 PAGE 142

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Jones)

On this 2nd day of Oct., A.D., 19 97, before me a Notary Public in and for said County and State personally appeared **Roman John Bertling and Margaret Bertling**, 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.

BARBARA J. COLEHOUR
MY COMMISSION EXPIRES
5/22/99

Barbara J Colehour
Notary Public in the State of

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Jones)

On this 2nd day of Oct., A.D., 19 97, before me, the undersigned Notary Public in and for said County and State, personally appeared Karla J. Koehler and known to me to be the Assist 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 Barbara J Colehour **Residing at** Magna Bank, Monticello

Notary Public in and for the State of Iowa **My commission expires** 5/22/99

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BARBARA J. COLEHOUR
MY COMMISSION EXPIR