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DELAWARE COUNTY IOWA
FILED
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139 PAGE 123
RECORDER
11.00

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

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 RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED APRIL 1, 1998, BETWEEN William W. Haeussler and Doris Marie Haeussler (referred to below as "Grantor"), whose address is 3268 150th Avenue, Ryan, IA 52330; 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 20, 1991 (the "Mortgage") recorded in Delaware County, State of Iowa as follows:

Recorded May 22, 1991 in Recorder of Deeds Office, Delaware County, as Document #97-2759 in Book 113 on Page 54

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

The Southwest Quarter (SW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty Five (25), Township Eight Seven (87) North, Range Six (6), West of the Fifth P.M. AND

The East Half (E 1/2) of the Southwest Quarter (SW 1/4) and the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) and that part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) that lies West of the Railroad right of way of Section Twenty Six (26), Township Eighty Seven (87) North, Range Six (6), West of the Fifth P.M., except the Railroad right of way. AND

The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty Five (35), Township Eighty Seven (87) North, Range Six (6), West of the 5th P.M.
All in Delaware County, Iowa

The Real Property or its address is commonly known as **Farmland, Delaware County, IA 52330.**

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

WHEREAS, the Mortgage provides that it secures a certain Promissory Note (the "Promissory Note ") from William W. Haeussler and Doris Marie Haeussler dated May 20, 1991 in the original principal amount of Two Hundred Sixty Three Thousand and No/100 Dollars ($263,000.00) and all modifications, extensions, amendments and renewals hereof; and

WHEREAS, the Promissory Note has been modified, amended and renewed on numerous occasions; and

WHEREAS, the Promissory Note has most recently been renewed by the issuance of a renewal Promissory Note from William W. Haeussler and Doris Marie Haeussler dated April 1, 1998 in the original principal amount of Eighty Three Thousand Five Hundred Three and 37/100 Dollars ($83,503.37); and

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 1st day of April, 2013, 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.

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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 William W Haeussler
William W. Haeussler

x Doris Marie Haeussler
Doris Marie Haeussler

LENDER:

Magna Bank, N.A.

By: Karla J. Koehler
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) **ss**
COUNTY OF Jones)

On this 8th day of April, A.D., 19 98, before me a Notary Public in and for said County and State personally appeared **William W. Haeussler and Doris Marie Haeussler**, 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.

NOTARIAL SEAL IOWA
LORI L. BERTLING
MY COMMISSION EXPIRES
February 17, 2001

Lori L Bertling
Notary Public in the State of
Iowa

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) **ss**
COUNTY OF Jones)

On this 8th day of April, A.D., 19 98, before me, the undersigned Notary Public in and for said County and State, personally appeared Karla Koehler 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 Lori L. Bertling **Residing** Monticello **at**

NOTARIAL SEAL IOWA
LORI L. BERTLING
MY COMMISSION EXPIRES
February 17, 2001

Notary Public in and for the State of Iowa **My commission expires** Feb. 17, 2001

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