Prepared By: Loan Administration, Union Planters Bank, N.A., 7650 Magna Drive, Belleville, IL 62223, (800) 436-5772

Magna BK
ENV.

RECORDATION REQUESTED BY:

⊗ Union Planters Bank, N.A.
202 West First Street
P.O. Box 231
Monticello, IA 52310-0231

WHEN RECORDED MAIL TO:

Union Planters Bank, N.A. Loan Admin. - T.E. Followup
7650 Magna Drive
Belleville, IL 62223

1998 DE -2 AM 10:40
DELAWARE COUNTY IOWA
FILED ✓
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BOOK 143 PAGE 134
DEBORAH L. NYTON
DELAWARE CO. RECORDER
11.00

FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 23, 1998, BETWEEN Loren R. Zumbach and Susan M. Zumbach, husband and wife (referred to below as "Grantor"), whose address is 1885 Linn Delaware Road, Coggon, IA 52218; and Union Planters 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 November 3, 1992 (the "Mortgage") recorded in Delaware County, State of Iowa as follows:

Recorded November 4, 1992 in Recorder of Deeds Office, Delaware County, as Document 235-1432 in Book 117 on Page 140.

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

N1/2 NE1/4 OF SECTION 32, EXCEPT COMMENCING AT A POINT 40 RODS NORTH OF THE SOUTHEAST CORNER THEREOF, AND RUNNING THENCE WEST 265 FEET, THENCE NORTH 350 FEET, THENCE EAST 265 FEET, THENCE SOUTH 350 FEET TO THE POINT OF BEGINNING IN SECTION 32, TOWNSHIP 87 NORTH, RANGE 5, WEST OF THE 5TH P.M., CONTAINING 77 ACRES MORE OR LESS, DELAWARE COUNTY, IOWA; AND,

THE WEST ONE-HALF (W1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY THREE (33), TOWNSHIP EIGHTY SEVEN (87) NORTH, RANGE 5 (5), WEST OF THE FIFTH P.M., DELAWARE COUNTY, IOWA.

The Real Property or its address is commonly known as **Rural Route 1, Coggon, IA 52218.**

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, payable to the order of Union Planters Bank, N.A. f/k/a Monticello State Bank. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the secured of the Mortgage, exceed $200,000.00.

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

WHEREAS, the Promissory Note has most recently been renewed by the issuance of a Promissory Note from Sun Valley Farms, Inc. dated November 23, 1998, at which time there is now due and unpaid the sum of One Hundred Ten Thousand and No/100 Dollars ($110,000.00).

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 Union Planters 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 December, 2003 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 the 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.

DATE 12-2-98 BOOK 143 PAGE 134

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 Loren Zumbach
Loren R. Zumbach

X Susan M. Zumbach
Susan M. Zumbach

LENDER:

Union Planters Bank, N.A.

By: Karla Koehler
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

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

On this 27th day of November, A.D., 19 98, before me a Notary Public in and for said County and State personally appeared **Loren R. Zumbach and Susan M. Zumbach**, 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 _____

LENDER ACKNOWLEDGMENT

STATE OF _____)
) **ss**
COUNTY OF _____)

On this _____ day of _____, A.D., 19____, before me, the undersigned Notary Public in and for said County and State, personally appeared _____ and known to me to be the _____, 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 _____ **Residing at** _____

Notary Public in and for the State of _____ **My commission expires** _____

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