DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
11.00

Document Prepared By: Farmers State Bank, 1240 8th Ave. Marion, Iowa 52302

MODIFICATION AND EXTENSION OF MORTGAGE

BORROWER	MORTGAGOR
	Daniel J. Rozek and Peggy L. Rozek, husband and wife
ADDRESS	ADDRESS 2985 205th Avenue Hopkinton, IA. 52237
TELEPHONE NO. IDENTIFICATION NO.	TELEPHONE NO. 319/932-2914 IDENTIFICATION NO. [redacted]

ADDRESS OF REAL PROPERTY:
2985 205th Ave. Hopkinton, Ia. 52237

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 28th day of May, 1999, is executed by and between Lender and the parties identified above.

A. On April 5, 1999, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of Thirty-Two thousand two hundred fifty-six & 59/100 ($ 32,256.59), which Note was secured by a mortgage ("Mortgage") dated April 5, 1999 executed by Grantor/Mortgagor ("Mortgagor") for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded on April 9, 1999 as Instrument No. _____, or in Volume 1999 at Page 1220 of the records of the Recorder of Delaware County, Iowa. The Note and Mortgage and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. The parties have agreed to modify and extend the maturity date of the Note, and it is necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:

1. The maturity date of the Note is extended to April 5, 2009, at which time all outstanding sums due to Lender under the Note shall be paid in full.

2. The parties acknowledge and agree that, as of May 28, 1999, the unpaid principal balance due under the Note was $ $32,119.40, and the accrued and unpaid interest on that date was $ 134.63.

3. The Mortgage is further modified as follows:

The amount of the mortgage is increasing from $30,000.00 to $40,000.00

4. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified.

5. Mortgagor agrees to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

SCHEDULE A

The street address of the Property (if applicable) is: **2985 205th AVE. HOPKINTON, IA 52237**

The legal description of the Property is:

That part of the South one-half (S1/2) of the Southeast Quarter (SE1/4) of Section Eleven (11), Township Eighty Seven (87) North, Range Five (5), West of the Fifth P.M. described as beginning at the intersection of the North line of said South one-half (S1/2) of the Southeast Quarter (SE1/4) with the Westerly line of the County Road running diagonally across said Section, thence West along said North line three hundred thirteen (313) feet, thence South five hundred (500) feet, thence West forty (40) feet, thence South one hundred ninety three (193) feet, thence East to the Westerly line of said County Road, thence Northeasterly along Westerly line to the point of beginning.

Farmers State Bank

Douglas N. Neighbor, Executive Vice President

MORTGAGOR: Daniel J. Rozek

Daniel J. Rozek

MORTGAGOR: Peggy L. Rozek

Peggy L. Rozek

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF Iowa)
) SS:
COUNTY OF Linn)

On this 28th day of May, 1999, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Daniel J. Rozek and Peggy L. Rozek, husband and wife,

to me personally known to be the identical person(s) named in and who executed the within and foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.

DOUGLAS N. NEIGHBOR NOTARIAL SEAL IOWA

Douglas N. Neighbor, Notary Public
in and for said County and State

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____,

to me personally known to be the identical person(s) named in and who executed the within and foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.

_____, Notary Public
in and for said County and State

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____,

to me personally known, who being by me duly sworn, did say that they are the _____

respectively, of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

_____, Notary Public
in and for said County and State

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____,

to me personally known, who being by me duly sworn, did say that they are the _____

respectively, of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

_____, Notary Public
in and for said County and State

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____,

to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

_____, Notary Public
in and for said County and State

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____,

to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

_____, Notary Public
in and for said County and State