Gary R. Johnson ([redacted])
Patricia A. Johnson ([redacted])
Loan Number 82734809004

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

RECORDATION REQUESTED BY:
Union Planters Bank, N.A.
4417 University Avenue
Cedar Falls, IA 50613
Attn: Kimberly Cox

WHEN RECORDED MAIL TO:
~~Union Planters Bank, N.A. Loan Admin. - T.E. Followup~~
~~7650 Magna Drive~~
~~Belleville, IL 62223~~

DELAWARE COUNTY IOWA
FILED
1999 JL - 1 AM 10: 55
BOOK/PAGE 1999 2233
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
Pd. 11

FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MARCH 1, 1999, BETWEEN Gary R. Johnson and Pat A. Johnson a/k/a Patricia A. Johnson, as joint tenants with full rights of survivorship and not as tenants in common, (referred to below as "Grantor"), whose address is 866 5th Avenue SE, Cedar Rapids, IA 52403-2412; and Union Planters Bank, N.A. (referred to below as "Lender"), whose address is 4417 University Avenue, Cedar Falls, IA 50613.

MORTGAGE. Grantor and Lender have entered into a mortgage dated March 3, 1998 (the "Mortgage") recorded in Delaware County, State of Iowa as follows:

Recorded ~~March 12, 1998~~ Jan. 22, 1999 #1999-246 in Recorder of Deeds Office, Delaware County, as Document ~~XXXXXX~~ in Book ~~3542~~ 1999 on Page ~~XX~~ 246.

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

Lot 4 (4) and the Northwesterly one-half (NWly 1/2) of Lot Three (3) of Logan's Second Subdivision of Part of the South one-half (S 1/2) of Section Fourteen (14) and Part of the Northeast Quarter (NE 1/4) of Section Twenty Three (23), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book 4 Plats, Page 55.

The Real Property or its address is commonly known as **Lot 4 and the NWly 1/2 of Lot 3....**

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 Fifty Five Thousand and No/100 Dollars, payable to the order of Union Planters Bank, N.A. upon which indebtedness there is now due and unpaid the sum of Fifty One Thousand Three Hundred Eighty Six and 58/100 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 Union Planters Bank, N.A. 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 June, 2019 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 _____
Gary R. Johnson

X _____
Pat A. Johnson a/k/a Patricia A. Johnson

LENDER:

Union Planters Bank, N.A.

By: _____
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) **ss**
COUNTY OF Black Hawk)

On this 28th day of June, A.D., 1999, before me a Notary Public in and for said County and State personally appeared **Gary R. Johnson and Pat A. Johnson a/k/a Patricia A. Johnson**, 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.

KIMBERLY COX
MY COMMISSION EXPIRES
9/9/2001

Kimberly Cox
Notary Public in the State of Iowa
KIMBERLY COX

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) **ss**
COUNTY OF Black Hawk)

On this 28th day of June, A.D., 1999, before me, the undersigned Notary Public in and for said County and State, personally appeared Lorie L. Garrett 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 Kimberly Cox **Residing at** Cedar Falls, IA

Notary Public in and for the State of Iowa **My commission expires** 9/9/2001

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.26c (c) 1999 CFI ProServices, Inc. All rights reserved. [IA-G201 F3.26b 9910853Z.LN C13.OVL]

KIMBERLY COX
MY COMMISSION EXPIRES
9/9/2001