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Ens. Union Planters Bank Monticello IA

DELAWARE COUNTY IOWA
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BEVERLY BENTON
DELAWARE COUNTY RECORDER
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Prepared By: Union Planters Bank, N.A. Loan Administration, 7650 Magna Drive, Belleville, IL 62223
Phone # 1-800-700-8292

RECORDATION REQUESTED BY:

Union Planters Bank, N.A.
Monticello Banking Center
202 West First Street
P.O. Box 231
Monticello, Iowa 52310-0231

WHEN RECORDED MAIL TO:

Union Planters Bank, N.A.
7650 Magna Drive
Belleville, IL 62223

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED June 15, 1999 BETWEEN Merle M. Winch and Lois Winch, husband and wife referred to below as ("Grantor"), whose address is 3140 231st Avenue, Hopkinton, Iowa 52237; and Union Planters Bank, N.A. (referred to below as "Lender"), whose address is 202 West First Street, P.O. Box 231, Monticello, Iowa 52310-0231.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated March 31, 1995 (the "Deed of Trust"), Recorded April 7, 1995 in Recorder of Deeds Office, Delaware County, Iowa, as Document #118-2584 in Book 126 on Page 35.

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

SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) AND THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) AND ALL THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) LYING SOUTH AND WEST OF THE PUBLIC HIGHWAY, AND THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY (20), TOWNSHIP EIGHT SEVEN (87) NORTH, RANGE FOUR (4), WEST OF THE 5TH P.M.

The Real Property or its address commonly known as: 3140 2031st Avenue, Hopkinton, Iowa 52237

MODIFICATION. Grantor and Lender hereby modify the Deed of Trust as follows:

WHEREAS, the Deed of Trust above to 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 Homeland Bank. At no time shall the principal amount of the indebtedness secured by the Deed of Trust, not including sums advanced to protect the security of the Deed of Trust, exceed $347,762.16.

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

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 Ninety Thousand and No/100 Dollars, payable to the order of Union Planters Bank, N.A. f/k/a Homeland Bank, upon which indebtedness there is now due and unpaid the sum of One Hundred Twenty-Two Thousand Seven Hundred Sixty-Two and 16/100 Dollars.

WHEREAS, the Deed of Trust above referred to was also given to secure the payment of a note or notes in the aggregate principal sum of Two Hundred Twenty-Five Thousand and No/100 Dollars, payable to the order of Union Planters Bank, N.A.

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 Homeland Bank , and the undersigned Grantor, the said Lender, does hereby extend the time of payment of the indebtedness secured by said deed of trust, to the 15th day of January, 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 deed of trust, the lien of which is hereby extended, and in this agreement.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust 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 Deed of Trust 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 Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust 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 by released by virtue of this Modification.

If any person who signed the original Deed of Trust 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

Borrower:

Merle M. Winch
BY: Merle M. Winch

Lois Winch
BY: Lois Winch

Union Planters Bank, N.A.

By: Aaron J. Wolfe
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa }.
}ss
COUNTY OF Jones }

On this 24th day of July, 1999, before me personally appeared, Merle Winch and Lois Winch, husband and wife of Delaware County, to me known to be the person described in and who executed the foregoing Modification of Deed of Trust, and acknowledged that they executed the same as their free act and deed.

Lori L. Bertling
Notary Public

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

My Commission expires:

2-17-2001

LENDER ACKNOWLEDGMENT

STATE OF Iowa }
}ss
COUNTY OF Jones }

On this 26th day of July, 1999, before me appeared Aaron J. Wolfe of **Union Planters Bank, N.A.**, to me personally known, who, being duly sworn, did say that he or she is Comm. Lending Officer of **Union Planters Bank, N.A.**, and that the seal affixed to the foregoing Modification of Deed of Trust is the corporate seal of said corporation and that said Modification was signed and sealed on behalf of said corporation, by authority of its board of directors, said _____, acknowledged said Modification to be the free act and deed of said corporation.

Barbara Colehour
Notary Public

[SEAL] UNION PLANTERS BANK, N.A. CORPORATE SEAL

My Commission expires:

NOTARIAL SEAL IOWA — BARBARA J. COLEHOUR MY COMMISSION EXPIRES May 22, 2002