DELAWARE COUNTY IOWA
FILED
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BOOK 200 PAGE 378
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
28.00

H. Raymond Terpstra II, 118 Third Ave., SE, Suite 500, Cedar Rapids, IA 52401, (319) 364-2467

ADDENDUM TO MORTGAGE AND NOTE

WHEREAS, James R. Salow and Beth A. Salow, husband and wife, did heretofore make, execute and deliver on January 23, 1992 a certain Promissory Note and Mortgage to Farmers & Merchants Savings Bank with said Mortgage having been filed of record on January 24, 1992 in Book 28 at Page 346 of the records of the Delaware County Recorder's Office and;

WHEREAS, James R. Salow and Beth A. Salow are no longer husband and wife and Beth Salow has conveyed by Quit Claim Deed dated December 1, 1998 all of her right, title and interest in and to the mortgaged property described in the January 23, 1992 Mortgage referenced above to James Salow, a/k/a James R. Salow and as concerns the following described real estate, to-wit:

THAT PART OF LOTS ONE (1), TWO (2), THREE (3), EIGHT (8), NINE (9) AND TEN (10), BLOCK EIGHTEEN (18), PITKIN'S ADDITION TO NOTTINGHAM, NOW EARLVILLE, IOWA, ACCORDING TO PLAT RECORDED IN BOOK I L.D., PAGE 456, DESCRIBED AS COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT TEN (10), SIXTY (60) FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT TEN (10) THENCE NORTH SIXTY SIX (66) FEET, THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK EIGHTEEN (18) ACROSS SAID LOTS ONE (1) & TWO (2) & EAST ONE-HALF (E½) OF LOT THREE (3) TO THE CENTERLINE OF SAID LOT THREE (3), THENCE SOUTH ALONG THE CENTERLINE OF LOTS THREE (3) & EIGHT (8) TO A POINT SIXTY (60) FEET NORTH OF THE SOUTH LINE OF SAID LOT EIGHT (8), THENCE IN AN EASTERLY DIRECTION & PARALLEL TO THE SOUTH LINE OF SAID BLOCK EIGHTEEN (18) TO THE POINT OF BEGINNING; SAME BEING A PART OF THE SE¼ OF NE¼ OF SECTION 35, TOWNSHIP 89 NORTH RANGE 4 WEST OF THE FIFTH P.M.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, it is agreed by and between the parties as follows:

1. Farmers & Merchants Savings Bank at the request of James R. Salow and Beth A. Salow does hereby release Beth Salow, a/k/a Beth A. Salow from the January 23, 1992 Promissory Note, as may have been heretofore extended from time to time, and does hereby

agree that she shall have no remaining liability or responsibility on the same nor shall she be liable for any of the Mortgagor's covenants under the aforementioned January 23, 1992 Mortgage encumbering the real estate described above.

2. James R. Salow acknowledges by his execution of this agreement that he consents to the release of Beth A. Salow from the Promissory Note and Mortgage described in paragraph one above and James R. Salow hereby reaffirms and ratifies the Promissory Note. as may have been extended from time to time, and January 23, 1992 Mortgage as was extended on February 5, 1995 with said Agreement for Extension of Mortgage having been filed of record on February 27, 1995 in Book 37 at Page 149 of the records of the Delaware County Recorder's Office and as having been further extended under an Agreement for Extension of Mortgage dated February 18, 1998 with said Agreement for Extension of Mortgage having been filed of record on March 16, 1998 in Book 47 at Page 149 of the records of the Delaware County Recorder's Office.

DATED this 1st day of February, 2000 at 12:45 pm Manchester Iowa.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

FARMERS & MERCHANTS SAVINGS BANK,
Manchester, Iowa

By: Teresa Greve
Teresa Greve, Assistant Vice President

James Salow
James Salow, a/k/a James R. Salow

STATE OF IOWA)
) ss.
COUNTY OF DELAWARE)

On this 1st day of February, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Teresa Greve, to me personally known, who being by me duly sworn, did say that she is the Assistant Vice President of the corporation executing the within and foregoing instrument; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Teresa Greve as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by her voluntarily executed.

Jane T. Rubker
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss.
COUNTY OF DELAWARE)

On this 1st day of February, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James Salow, a/k/a James R. Salow, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Aug 12 2001

Jane T. Rubker
Notary Public in and for the State of Iowa