DELAWARE COUNTY IOWA
FILED
2000 FE 14 AM 10: 59
BOOK 200 PAGE 420
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
11.00

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

RECORDATION REQUESTED BY:
ENT (X) 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

DELAWARE COUNTY IOWA
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FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 3, 2000, BETWEEN James H. Eike and Doris J. Eike husband and wife, (referred to below as "Grantor"), whose address is 400 Clara Avenue, Manchester, IA 52057-1311; 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.
###RE-RECORD TO SHOW LENDER ACKNOWLEDGEMENT.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 20, 1988 (the "Mortgage") recorded in Delaware County, State of Iowa as follows:

Recorded June 14, 1988, in Recorder of Deeds Office Delaware County, as Document 181-2816 in Book 105 on Page 275.

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

The West one-half (W1/2) of the Southwest Quarter (SW1/4), and the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Fourteen (14), Township Eighty Seven (87) North, Range Five (5), West of the Fifth P.M.

The Real Property or its address is commonly known as **120 Acres of Farmland, Manchester, IA 52057-1311.**

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 the indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed $47,600.00.

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

WHEREAS, the mortgage deed above referred to was given to secure the payment of a note or notes in the aggregate principal sum of Twenty One Thousand and No/100 Dollars, payable to the order of Union Planters Bank, N.A. f/k/a Monticello State Bank, upon which indebtedness there is now due and unpaid the sum of Twenty Thousand and No/100 Dollars.

WHEREAS, the mortgage deed above referred to was also given to secure the payment of a note dated February 3, 2000, from James H. Eike and Doris J. Eike in the aggregate principal sum of Fifteen Thousand and No/100 Dollars. THIS IS A REVOLVING LINE OF CREDIT FUNDS MAY BE DRAWN UP TO $15,000.00.

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 3rd day of February, 2020, 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 James H. Eike
James H. Eike

X Doris J. Eike
Doris J. Eike

LENDER:

Union Planters Bank, N.A.

By: Karla Koehler
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

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

On this 7 day of February, A.D., 2000, before me a Notary Public in and for sai County and State personally appeared **James H. Eike and Doris J. Eike**, 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
Iowa

LENDER ACKNOWLEDGMENT

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

On this 7th day of February, A.D., 2000, before me, the undersigned Notary Public in and for said County and State, personally appeared Karla J. Koehler and known to me to be the 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 Barbara Colehour **Residing at** Monticello Ia

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

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

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