DELAWARE COUNTY IOWA
FILED
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BOOK 266, PAGE 527
DEBORAH L. PEYTON
DELAWARE CO RECORDER
11.00

& CHG.

Farmers & Merchants Savings Bank, 101 East Main Street, Manchester, IA 52057 (319) 927-4475

ADDENDUM TO MORTGAGE AND NOTE

WHEREAS, Jeffrey A. McDowell and Ann M. McDowell, husband and wife, did hertofore make, execute and deliver on September 22, 1995 a certain Promissory Note and Mortgage to Farmers & Merchants Savings Bank with said Mortgage having been filed of record on September 27, 1995 in Book 38 at Page 313 of the records of the Delaware County Recorder's Office and;

WHEREAS, Jeffrey A. McDowell and Ann M. McDowell are no longer husband and wife and Jeffrey A. McDowell has conveyed by Quit Claim Deed dated May 22, 2000 all of his right, title and interest in and to the mortgaged property described in the September 22, 1995 Mortgage referenced above to Ann M. McDowell and as concerns the following described real estate, to-wit:

> THE WEST SIXTY-SIX (66) FEET OF LOT EIGHT (8), BURRINGTON'S ADDITION TO MANCHESTER, DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK I L.D., PAGE 245.

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 Ann M. McDowell and Jeffrey A. McDowell does hereby release Jeffrey A. McDowell from the September 22, 1995 Promissory Note, as may have been heretofore extended from time to time, and does hereby agree that he shall have no remaining liability or responsibility on the same nor shall he be liable for any of the Mortgagor's covenants under the aforementioned September 22, 1995 Mortgage encumbering the real estate described above.

2. Ann M. McDowell acknowledges by her execution of this agreement that she consents to the release of Jeffrey A. McDowell from the Promissory Note and Mortgage described in paragraph one above and Ann M. McDowell hereby reaffirms and ratifies the Promissory Note as may have been extended from time to time, and September 22, 1995 Mortgage.

DATED this 16th day of February, 2001 at 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 AGREMENT.

FARMERS & MERCHANTS SAVINGS BANK,
Manchester, Iowa

By: Teresa Greve
Teresa Greve, Assistant Vice President

Ann M McDowell
Ann M. McDowell

STATE OF IOWA)
) ss.
COUNTY OF DELAWARE)

On this 16th day of February, 2001, 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.

My Commission Expires 7/30/02

Rosemary Dues
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss.
COUNTY OF DELAWARE)

On this 16th day of February, 2001, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Ann McDowell, 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.

Rosemary Dues
Notary Public in and for the State of Iowa

My Commission Expires 7/30/02