DELAWARE COUNTY IOWA
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BOOK 130 PAGE 57
DEBORAH L. PEYTON
DELAWARE COUNTY RECORDER

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JamesGudenkauf, Linn County State Bank, PO Box 139, Coggon, Iowa, 52218 Phone (319-435-2551)
(NAME, ADDRESS AND TELEPHONE NUMBER OF PREPARER)

(Space Above This Line For Recording Data)

MODIFICATION OF NOTE AND MORTGAGE

Mortgage Modification Agreement made June 4, 2001,

By and between Douglas James O'Hara, A Single Person

(herein "Borrower") and LINN COUNTY STATE BANK, Coggon, Iowa (herein "Lender").

Borrower is the Mortgagor or an obligor and lender is the Mortgagee of a mortgage dated June 7, 1996, which mortgage originally secured payment of loan #4250005523 in the amount of $30,000.00 plus interest at the rate of 8.150% per annum, maturing on June 7, 1996, as evidenced by a Note of the same date executed by Borrower.

The mortgage is recorded in the office of the Recorder of Delaware County, Iowa, in book 130 on Page 57 and is of real estate situated in Delaware County, described as follows:

The South 401 feet of the North 912 feet of the East 210 feet of the East Half (E½) of the Southwest Fractional Quarter (SW FR¼) and the South 296 feet of the North 912 feet of the West 155 feet of the West Half (W½) of the West Half (W½) of the Southeast Quarter (SE¼), all in Section Thirty (30), Township Eighty-seven (87) North, Range Six (6), West of the Fifth P.M.;

Borrower and lender desire that the Mortgage and Note be modified as herein provided by

That all terms not so modified remain unchanged and in full force and effect.

NOW THEREOF, in consideration of the mutual covenants herein contained, it is agreed:

1. AMOUNT DUE: Borrower acknowledges there is as of this date due and owing on the aforesaid Mortgage and Note the principal balance of $11,000.00 plus accrued interest.

2. PAYMENT SCHEDULE: The payment schedule provided in said Note is hereby modified so that Payments of principal and interest shall be made as follows: **36 Payments of $345.72 Due on the 7th day of each month beginning July 7th, 2001. All overpayments or deficiencies will be adjusted on the final payment.**

3. RATE: The interest rate provided in the Note is hereby modified to be 8.15% and a late payment fee is included of 5% of unpaid payment balance not paid within 10 days of payment date with a minimum of $5.00 and a maximum of $15.00

4. WARRANTY: Borrower covenants and warrants that the said Mortgage is a first lien upon the real estate described above.

5. NO OTHER MODIFICATION: Except as provided above, the said Mortgage and Note and all provisions thereof shall remain unaffected and unchanged by this Agreement and all terms, conditions and provisions of said Note and Mortgage not modified are hereby ratified and confirmed in all respects, and Borrower promises to pay the aforesaid sum with interest and in the manner stated above.

BORROWERS ACKNOWLEDGE RECEIPT OF A COPY OF THIS INSTRUMENT ON THE DATE INDICATED

LINN COUNTY STATE BANK

By: James P. Gudenkauf
James P. Gudenkauf, Loan Officer

By:_____

Douglas J. O'Hara
Douglas J. O'Hara (Borrower)

_____

_____

_____

STATE OF IOWA)
) **ss:**
COUNTY OF LINN_____)

On this 5th day of June, 2001, before me a Notary Public in

And for The State of Iowa, personally appeared **Douglas J. O'Hara**

Known to be identical person(s) named in and who executed the foregoing

Instrument and acknowledged that **HE** executed the same as voluntary act and deed.

My Commission Expires:

JAMES GUDENKAUF
MY COMMISSION EXPIRES
02/28/04

James P. Gudenkauf
Notary Public in and for The State of Iowa

STATE OF IOWA
) **ss:**
COUNTY OF LINN_____)

On this 5th day of June, 2001, before me a Notary Public in

And for the State of Iowa, personally appeared ___James P. Gudenkauf_
to me personally known who being by me duly sworn did say that he is respectively the

_____Ag Lending Officer_____
of Linn County State Bank. No seal was procured by Linn County State Bank and the said instrument was signed in behalf of said Linn County State Bank by authority of its Board of Directors and said execution of said instrument to be the voluntary act and deed of said Corporation by its voluntarily executed.

My Commission Expires:

MICHELLE MANTERNACH
MY COMMISSION EXPIRES
02-28-04

Michelle Manternach
Notary Public in and for said County and State