DELAWARE COUNTY IOWA
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BOOK 2001 PAGE 345
DELAWARE COUNTY RECORDER

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 MORTGAGE

Mortgage Modification Agreement made _____**November 2nd,_____ 2001**_____,

By and between ___William J Murray & Joann T. Murray, as husband and wife_____

_____

(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 _January 23,2001____, which mortgage originally secured payment of loan #4250022653 in the amount of $8800.00__ plus interest at the rate of __11.0% per annum, maturing on __January 22nd, 2006, 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 ___2001____ on Page __345_____ and is of real estate situated in __Delaware___ County, described as follows:

Lot Ten (10) except the East Two (2) feet thereof, of the subdivision of Block Fifteen (15) in the Town of Ryan, Delaware County, Iowa according to plat recorded in Book 1 Plats, Page 119.

Borrower and lender desire that the Mortgage and Note be modified as herein provided by new terms reflecting an open-ended real estate mortgage i/a/o $20,000.

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 _____ 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:

3. RATE: The interest rate provided in the Note is hereby modified to be __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: _____

William J Murray

Joann T. Murray

_____

_____

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

On this 2nd day of November, 2001, before me a Notary Public in

And for The State of Iowa, personally appeared **William J & Joann T Murray**

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

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

My Commission Expires: _____
Notary Public in and for The State of Iowa

JAMES GUDENKAUF
MY COMMISSION EXPIRES
02-26-04 #708564

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

On this 2nd day of November, 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: _____
Notary Public in and for said County and State

MICHELLE MANTERMACH
MY COMMISSION EXPIRES
2-28-04
708563