WHEN RECORDED, MAIL TO:

END. (X) AMAXIMIS LENDING, L.P.
Attention: Document Control
3584 South Hills Avenue
Fort Worth, Texas 76109

Loan No. 2035173
Department: Collections/cw

DELAWARE COUNTY IOWA
FILED
2002 AUG 15 PM 1:45
2918
2002
BK
DEBBIE L. PERRY
DELAWARE CO. RECORDER
11.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MODIFICATION OF NOTE and SECURITY INSTRUMENT
(INDEX UNDER MODIFICATION OF MORTGAGE)

THIS MODIFICATION AGREEMENT is made, and entered into, as of the **6th day of April 2001**, by and between **OLD KENT BANK** ("First Party"), **ROBERT G. BOLSINGER AND WIFE, SHEILA M. BOLSINGER** ("Second Party").

WITNESSETH THAT:

WHEREAS, that certain Note dated **August 6, 1998,** in the amount of **$36,000.00** executed by: **ROBERT G. BOLSINGER AND SHEILA M. BOLSINGER** ("Borrower"), in favor of **AMAXIMIS LENDING, L. P.** ("Lender"), was secured by a Mortgage, hereinafter "Security Instrument," of same date recorded August 17, 1998, under Instrument Number 627, Book 49, Page 188 of the records of the County Recorder for Delaware County, Iowa, covering the real property described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN DELAWARE COUNTY, IOWA, TO-WI: SOUTH THIRTEEN (13) FEET OF LOT TEN (10) AND THE NORTH TWENTY SEVEN (27) FEET OF LOT NINE (9), BLOCK TWO (2), IN COLONY ADDITION TO THE TOWN OF COLESBURG, IOWA;

and having a street address of **300 Main Street, Colesburg, Iowa 52035.**

WHEREAS First Party is the original Lender or assignee thereof, and is the current owner of the above described Note and Security Instrument;

WHEREAS Second Party ("Borrower") has executed the above described Note and Security Instrument;

WHEREAS both parties agree to change and modify terms of said Note and/or Security Instrument as follows:

1. **Borrower will make payments on the 13th day of each month beginning on May 13, 2001, and continuing until April 13, 2026, or until all of the principal and interest thereon and any other charges as provided in the original Note and Security Instrument have been paid, whichever comes first.**

2. **Borrower will make monthly principal and interest payments in the amount of Three hundred twenty-eight and 24/100ths dollars ($328.24), at a yearly rate of 11.00%.**

All parties to this Agreement specifically undertake and agree that nothing in this Agreement shall be understood or construed to amount to a satisfaction or release in whole or in part of said Note or Security Instrument, or of the referenced property from the effect thereof, nor to impair the right of sale provided for under the terms of the Security Instrument or other remedy provided by law for the foreclosure of Security Instruments by action or otherwise.

Loan No. 2035173

IT IS UNDERSTOOD AND AGREED THAT all terms and/or conditions of the above mentioned Note and Security Instrument shall remain in full force and effect without change, EXCEPT as hereinabove specifically provided.

IN WITNESS WHEREOF, the parties have executed this Modification Agreement as of the day first above written.

First Party/ Lender:
OLD KENT ~~BANK~~

By: Roger D. Kelso
~~Mona Erickson~~, ~~Assistant~~ Vice President
Roger D. Kelso

Second Party/ Borrower

Robert G. Bolsinger
ROBERT G. BOSLINGER

Sheila M. Bolsinger
SHEILA M. BOLSINGER

STATE OF MICHIGAN
COUNTY OF KENT

On the 31st day of ~~April 2001~~ July, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared ~~**MONA ERICKSON**~~, personally known to me to be an ~~Assistant~~ Vice President of OLD KENT BANK, a Michigan Corporation, and acknowledged this instrument on behalf of said Corporation.
Roger Kelso

WITNESS my hand and official seal.

Mark R. Erickson
(Signature of Notary)

MARK R. ERICKSON
Notary Public, Kent County, MI
My Commission Expires 7/5/2004

My Commission Expires:

STATE OF IOWA
COUNTY OF DELAWARE

On the 26th day of ~~April 2000~~ July 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared **ROBERT G. BOLSINGER AND WIFE, SHEILA M. BOLSINGER,** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same.

WITNESS my hand and official seal.

Jeanette K. Thein
(Signature of Notary)

NOTARIAL SEAL IOWA
JEANETTE K. THEIN
COMMISSION NUMBER 139364
My Comm. Exp. 5-1-04

My Commission Expires: 5-1-04