DELAWARE COUNTY IOWA
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DEBORAH L. PENTON
DELAWARE CO. RECORDER
10.00

Document Prepared by:Dawn M Burlage, 1240 8th Avenue, PO Box 569, Marion, IA 52302-3504, 319-377-4891

Farmers State Bank
1240 8th Avenue P.O. Box 569
Marion, IA 52302-3504 (Lender)

# MODIFICATION AND EXTENSION OF MORTGAGE

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|---|---|
| **BORROWER:**<br>David C. Hanzelka<br>Carolyn A. Hanzelka<br>**ADDRESS:**<br>5161 Chestnut Ridge Road NE<br>Cedar Rapids, IA 52402 | **MORTGAGOR:**<br>David C. Hanzelka<br>Carolyn A. Hanzelka, husband and wife<br>**ADDRESS:**<br>5161 Chestnut Ridge Road NE<br>Cedar Rapids, IA 52402 |

**Address of Real Property: 24869 208th Ave, Delhi, IA 52223**

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the **3rd** day of **September, 2003**, is executed by and between Lender and the parties identified above.

A. On **October 29, 1997**, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of **Twenty-One Thousand Dollars & 00/100** ($ **21,000.00**), which Note was secured by a mortgage ("Mortgage") dated **October 29, 1997** executed by Grantor/Mortgagor ("Mortgagor") for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded on **November 3, 1997** as Instrument No. , or in Volume **136** at Page **229** of the records of the Recorder of **Delaware** County, Iowa. The Note and Mortgage and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. The parties have agreed to modify and extend the maturity date of the Note, and it is necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:

1. The maturity date of the Note is extended to **September 3, 2004**, at which time all outstanding sums due to Lender under the Note shall be paid in full.
2. The parties acknowledge and agree that, as of **September 3, 2003**, the unpaid principal balance due under the Note was **$9,867.91**, and the accrued and unpaid interest on that date was **$143.84**.
3. The Mortgage is further modified as follows:

4. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified.
5. Mortgagor agrees to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

**Schedule A**

**Lot Four(4) of Petlon's River Subdivision of part of the Southeast Quarter(SE1/4) of the Southeast Quarter(SE1/4) of Section Fourteen(14), Township Eighty Eight(88) North, Range Five(5), West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 43.**

LENDER: Farmers State Bank
By: Kim W. Nelson, Senior Vice President

MORTGAGOR:
David C. Hanzelka

MORTGAGOR:
Carolyn A. Hanzelka

MORTGAGOR:

MORTGAGOR:

**STATE OF Iowa)**
**) S S:**
**COUNTY OFLinn)**

On this **3rd** day of **September**, **2003**, before me, the undersigned, a Notary Public in and for said county and state, personally appeared **David C. and Carolyn A. Hanzelka**, to me personally known to be the identical person(s) named in and who executed the within and foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.

_____Notary Public
in and for said County and State.

KIM W. NELSON
Commission Number 176275
My Comm. Exp. 10-3-03

**STATE OF _____)**
**) S S:**
**COUNTY OF _____)**

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, to me personally known to be the identical person(s) named in and who executed the within and foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.

_____Notary Public
in and for said County and State.

**STATE OF Iowa )**
**) S S:**
**COUNTY OF Linn)**

On this **3rd** day of **September**, **2003**, before me, the undersigned, a Notary Public in and for said county and state, personally appeared **Kim W. Nelson**, to me personally known, who being by me duly sworn, did say that they/he/she is the **Senior Vice President** respectively, of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of it's Board of Directors; and that the said **Kim W. Nelson** as such officer(s) acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

LAURIE L. GRAHAM
Commission Number 190213
My Comm. Exp. 5/9/03

_____Notary Public
in and for said County and State.

**STATE OF _____)**
**) S S:**
**COUNTY OF _____)**

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, to me personally known, who being by me duly sworn, did say that they/he/she is the _____respectively, of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of it's Board of Directors; and that the said _____ as such officer(s) acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

_____Notary Public
in and for said County and State.