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DEBORAH L. PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

This Instrument Prepared By: Brian L. Pralle: CSB, 201 East Main, Manchester, IA 52057

MODIFICATION AGREEMENT - MORTGAGE

This Modification Agreement - Mortgage ("Agreement") is made this April 19, 2005, between Christopher S. Rahe, Husband and Karen A. Rahe, Wife whose address is 1540 290th Ave Earlville, Iowa 52041 ("Borrower"), and COMMUNITY SAVINGS BANK whose address is PO BOX 77 EDGEWOOD, Iowa 52042-0077 ("Lender"). Christopher S. Rahe, Husband and Karen A. Rahe, Wife entered into a Mortgage dated, November 4, 2003 and recorded November 4, 2003, Book 2003 Page 5275, as document reference number of the records of Delaware County, State of Iowa ("the Mortgage"). The Mortgage covers the following described real property located in Delaware County, Iowa:

See attached Exhibit "A"

which has the address of 1540 290th Avenue, Earlville, IA 52041

It is the express intent of the Borrower and Lender to modify the terms and provisions set forth in the Mortgage. Borrower and Lender hereby agree to modify the Mortgage as follows:

"DEFAULT SHALL ALSO EXIST IF ANY LOAN PROCEEDS ARE USED FOR A PURPOSE THAT WILL CONTRIBUTE TO EXCESSIVE EROSION OF HIGHLY ERODIBLE LAND OR TO THE CONVERSION OF WETLAND TO PRODUCE OR TO MAKE POSSIBLE THE PRODUCTION OF AN AGRICULTURAL COMMODITY, FURTHER EXPLAINED IN 7 CFR PART 1940. SUBPART G, EXHIBIT M."

Borrower and Lender agree that the Mortgage, including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof, and nothing herein contained shall in any manner affect the lien of the Mortgage on the Mortgaged premises. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage, it being the intent of

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Borrower and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage as modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Mortgage Modification Agreement.

If any Borrower who signed the original Mortgage does not sign this Agreement, then all Borrowers signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement, or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ACKNOWLEDGMENT

By signing below, Borrower and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Borrower(s)

Christopher S. Rahe

Karen A. Rahe

Lender

By Brian L. Pralle

Its Community Savings Bank

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Christopher S. Rahe
Karen A. Rahe
1540 290th Avenue
Earlville, IA 52041

Exhibit "A"
Modification Agreement-Mortgage
Dated 4/19/2005

The East one-half (E ½) of the Southeast Quarter of Section Thirty One (31) and the West one-half (W ½) of the Northwest Quarter (NW ¼) of Section Thirty Two (32), Township Ninety (90) North, Range Three (3), West of the Fifth P.M., except Commencing at the Northwest corner of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of said Section Thirty Two (32), thence East eighty (80) rods, thence South six (6) rods, thence Northwesterly to a point five (5) rods West of the East line of said Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) and one (1) rod South of the North line of said Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼), thence West parallel with said North line to the West line of said Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼), thence North one (1) rod to the point of beginning, and also except all that part of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of said Section Thirty One (31) that lies Northeasterly from the right of way line of County Road C-64 and Southeasterly from the right-of-way line of the local side road connection.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) ss
COUNTY OF Delaware)

This instrument was acknowledged before me on April 19, 2005, by Christopher S. Rahe, Husband and Karen A. Rahe, Wife.

My commission expires:

PEGGY A. HILDEBRAND
Commission Number 707484
My Commission Expires
12-26-06

Peggy A. Hildebrand
Notary Public

BUSINESS ENTITY ACKNOWLEDGMENT

STATE OF)
) ss
COUNTY OF)

This instrument was acknowledged before me on , by
as
of
.

My commission expires:

Notary Public

BUSINESS ENTITY ACKNOWLEDGMENT

STATE OF)
) ss
COUNTY OF)

This instrument was acknowledged before me on , by
Brian L. Pralle
as
Community Savings Bank
of
.

My commission expires:

Notary Public

After Recording Return To:

COMMUNITY SAVINGS BANK
201 East Main
Manchester, IA 52057

(563) 927-4014

By initialing, I acknowledge this is page 3 of 3 of the Modification Agreement - Mortgage.

Initials Initials Initials Initials

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