Book 2006 Page 936

Document 2006 936 Type 04 005 Pages 2
Date 3/13/2006 Time 9:10 AM
Rec Amt $12.00

DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Document Prepared by:Jennifer Kiser @ Farmers State Bank, 1240 8th Avenue, PO Box 569, Marion, IA 52302-3504, 319-377-4891

ENV. ⊗ Return to: Farmers State Bank
1240 8th Avenue
Marion, IA 52302-3504 (Lender)

MODIFICATION AND EXTENSION OF MORTGAGE

BORROWER:	MORTGAGOR:
Timothy M. Benn Lori A. Benn ADDRESS: 25866 218th Avenue Delhi IA 52223	Timothy M. Benn Lori A. Benn ADDRESS: 25866 218th Avenue Delhi IA 52223
Address of Real Property: 25866 218th Avenue, Delhi, IA 52223	

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the **4th** day of **March, 2006**, is executed by and between Lender and the parties identified above.

A. On **November 4, 2005**, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of **Eighty Thousand and NO/100** ($ **80,000.00**), which Note was secured by a mortgage ("Mortgage") dated **November 4, 2005** executed by Grantor/Mortgagor ("Mortgagor") for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded on **November 8, 2005** as Instrument No. **2005 4028**, or in Volume **2005** at Page **4028** of the records of the Recorder of **Linn** 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 **March 14, 2036**, 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 **March 4, 2006**, the unpaid principal balance due under the Note was **$80,000.00**, and the accrued and unpaid interest on that date was **$397.28**.
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

Legal Description:
Lots Nine (9) and Ten (10) of Camp-O-Delhi, a Subdivision of the SW 1/4 of the SE 1/4 of Section 24, Township 88 NOrth, Range 5, West of the Fifth P.M., in Delaware County, Iowa, according to the plat recorded in Book 5 Plats, Page 78

LENDER: **Farmers State Bank**
By: Debbie L. Smith
Debbie L. Smith, Mtg. Specialist

MORTGAGOR: Timothy M. Benn

Timothy M Benn

MORTGAGOR:

MORTGAGOR: Lori A. Benn

Lori A Benn

MORTGAGOR:

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

On this **4th** day of **March**, **2006**, before me, the undersigned, a Notary Public in and for said county and state, personally appeared **Timothy M. Benn and Lori A. Benn**, 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.

DEBORAH LYNN SMITH
Commission Number 712[illegible]
My Comm. Exp. 8/23/07

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 **4th** day of **March**, **2006**, before me, the undersigned, a Notary Public in and for said county and state, personally appeared **Debbie L. Smith**, to me personally known, who being by me duly sworn, did say that they/he/she is the **Mortgage Specialist** 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 **Debbie L. Smith** 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.

JENNIFER L. KISER
Commission Number 184017
My Comm. Exp. 4-3-08

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.