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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

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

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

ENV. (X)

MODIFICATION AND EXTENSION OF MORTGAGE

BORROWER:	MORTGAGOR:
James E. Mote Joy D. Mote ADDRESS: 2423 210th Avenue Delhi IA 52223	James E. Mote Joy D. Mote ADDRESS: 2423 210th Avenue Delhi IA 52223
Address of Real Property: 2423 210th Avenue, Delhi IA 52223	

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the **5th** day of **October, 2006**, is executed by and between Lender and the parties identified above.

A. On **August 5, 2005**, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of **Sixty-six Thousand Seven Hundred and NO/100** (**$ 66,700.00**), which Note was secured by a mortgage ("Mortgage") dated **August 5, 2005** executed by Grantor/Mortgagor ("Mortgagor") for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded on **August 15, 2005** as Instrument No. , or in Volume **2005** at Page **2831** 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 **October 5, 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 **October 5, 2005**, the unpaid principal balance due under the Note was **$70,000.00**, and the accrued and unpaid interest on that date was **$0**.
3. The Mortgage is further modified as follows:**The mortgage amount is extended to $70,000.00**
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:
See Page 2

LENDER: **Farmers State Bank**
By: Scott M. Neighbor V.P.
Scott M. Neighbor, Vice President

MORTGAGOR: Joy D. Mote
X Joy D Mote

MORTGAGOR: James E. Mote
X

MORTGAGOR:

MORTGAGOR:

STATE OF Iowa)
) SS:
COUNTY OFLinn)

On this **5th** day of **October**, **2006**, before me, the undersigned, a Notary Public in and for said county and state, personally appeared **Joy D. & James E. Mote**, 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.

SCOTT M NEIGHBOR
Commission Number 195354
My Comm Exp 3/7/07

Notary Public
in and for said County and State.

STATE OF Iowa)
) SS:
COUNTY OF Linn)

On this **5th** day of **October**, **2006**, before me, the undersigned, a Notary Public in and for said county and state, personally appeared **Scott M. Neighbor**, to me personally known, who being by me duly sworn, did say that they/he/she is the **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 **Scott M. Neighbor** 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.

Legal Description

That part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE1/4) of Section Fourteen (14), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian described as commencing at a point sixty (60.0) feet West of the Southeast corner of said Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4), which point is on the West right-of-way line of the county road, and running thence West one Hundred (100.0) feet, thence Northerly on a line parallel with the West line of the county road a distance of two hundred sixty five (265.0) feet, thence East one hundred (100.0) feet to the West line of the road, thence Southerly along said West line of the county road to the point of beginning.

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