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Document 2007 3595 Type 04 008 Pages 3
Date 11/06/2007 Time 9:24:38AM
Rec Amt $17.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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LOAN MODIFICATION AGREEMENT
(To a Fixed Interest Rate)

Prepared by and Return to: American Trust & Savings Bank, Jolee M. Fox, 895 Main Street, Dubuque, IA 52001 (563) 582-1841

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this **18th** day of **October, 2007,** between **American Trust & Savings Bank** ("Lender") and **Thomas J. Boge and Jamie M. Boge, Husband and Wife** ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated the **28th** day of **March, 2007,** in the original principal sum of U.S. **$207,000.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in Book **2007,** at pages **1009,** of the Records of **Delaware County,** State of **Iowa.** The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

610 7th Street SW, Dyersville, IA 52040

the real property described being set forth as follows:

Lot Eighteen (18) of Westridge Estates 3rd Addition in the City of Dyersville, Iowa, according to plat recorded in Book 1999, Page 1302, subject to easements of record

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of **October 18, 2007,** the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **$204,000.00.**

2. Interest Rate. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.250%**, beginning **October 18, 2007,** both before and after any default described in the Note. The yearly rate of **6.250%** will remain in effect until principal and interest is paid in full.

3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. **$1,259.67**, beginning on the **1st** day of **December, 2007**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **August 1, 2037**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.

4. Place of Payment. Borrower must make the monthly payments at **American Trust & Savings Bank, 895 Main St., PO Box 938, Dubuque, IA 52004-0938** or such other place as Lender may require.

5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.

6. Property Transfer. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

   If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 of the Security Instrument, within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

7. Compliance with Covenants. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

In Witness Whereof, Lender and Borrower have executed this Agreement.

American Trust & Savings Bank

Gary J. Keleher, Vice President

~~Frederick D. White, Vice President~~
Peter A. Soraparu, Executive Vice President

Thomas J Boge (Seal)
Thomas J. Boge - Borrower

Jamie Boge (Seal)
Jamie M. Boge - Borrower

STATE OF Iowa, COUNTY OF Dubuque

On this 18th day of October 2007, before me, a Notary public in the State of Iowa personally appeared Gary J. Keleher known to me to be the Vice President and Peter A. Soraparu known to me to be the Executive Vice President of the corporation herein which executed the within instrument, that no seal has been procured by the said corporation, that said instrument was signed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledges said instrument to be free act and deed of said corporation.

AGNES C. SCANNELL
Commission Number 144816
My Commission Expires

My Comm Expires: 9-24-08

Agnes C. Scannell
Notary Public in and for said County and State

STATE OF Iowa, COUNTY OF Dubuque

On this 18th day of October 2007, before me, a Notary public in the State of Iowa personally appeared Thomas J. Boge and Jamie M. Boge, husband and wife, to me personally known to be the person(s) name(s) in and who executed the foregoing instrument and acknowledged that they executed the same as his/her/their voluntary act and deed.

My Comm Expires:

Notary Public in and for said County and State

[illegible]
Commission Number 704271
My Commission Expires 7-25-2009