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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

ZNW
Mary Goedken, Fidelity Bank & Trust, 201 S. Fred. Ave. P.O. Box 620, Oelwein, IA 50662
(319) 283-2524

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE is dated this 1st day of March, 2010 between Brian M. Lindsay and Teble R. Lindsay, Husband and Wife (referred to below as Grantor"), and The First National Bank, Oelwein nka Fidelity Bank & Trust, (referred to below as "Lender").

MORTGAGE. Grantor and Lender have entered into a Mortgage dated May 28, 1996 (the "Mortgage") recorded in Delaware County, State of Iowa as follows:

> Recorded in the Delaware County Recorder's Office, Manchester, Iowa 52057, May 31, 1996, File No. 224-3420, in Mortgage Book 130, Page 9.

REAL PROPERTY DESCRIPTION: The Mortgage covers the following described real property (the "Real Property") located in Delaware County, State of Iowa:

Parcel A- Part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼), part of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) and Part of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼), all in Section 30, Township 89 North, Range 5, West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 173.

The real property or its address is commonly known as, Masonville, IA 50654.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

Remove Teble R. Lindsay as mortgagor from the above mentioned mortgage holding Teble R. Lindsay harmless from all debts and liabilities in connection with the property.

CONTINUING VALIDITY: Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers, and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

ACKNOWLEDGEMENT OF RECEIPT OF COPIES. Grantor hereby acknowledges the receipt of a copy of this Modification.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISION OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

LENDER:
Fidelity Bank & Trust

Richard H. Witt, Vice President

GRANTOR:

Brian M. Lindsay

Teble R. Lindsay

State of Iowa
County of Fayette

On this 10th day of March, 2010, before me a Notary Public in and for said County and State personally appeared Brian M. Lindsay, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

RICHARD H. WITT
Commission Number 178764
My Commission Expires
3-29-13

Notary Public in and for the State of Iowa

FIDELITY BANK & TRUST CORPORATE SEAL DUBUQUE, IOWA

State of Iowa
County of Delaware

On this 18 day of ~~March~~ June, 2010, before me a Notary Public in and for said County and State personally appeared Teble R. Lindsay, to me known to be the person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

JOHN M. CAPA
Commission Number 191855
My Commission Expires
10-9-12

Notary Public in and for the State of Iowa

State of Iowa
County of Fayette:

On this 10th day of March, 2010, before me, the undersigned Notary Public in and for said County and State, personally appeared Richard H. Witt and known to me to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this said instrument and that the seal affixed is the corporate sale of said Lender.

BARBARA A. DARLAND
COMMISSION NUMBER 165772
MY COMMISSION EXPIRES:
7-15-10

Notary Public in and for the State of Iowa