Book 2014 Page 1526
Document 2014 1526 Type 04 008 Pages 3
Date 6/30/2014 Time 8:47:15AM
Rec Amt $17.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by: Kevin Peterson, MWABank, 1701 1st Avenue, Rock Island, IL 61201 309.558.3192
Return to: Kevin Peterson, MWABank, PO Box 8005, Rock Island, IL 61204-9987

MORTGAGE AND NOTE MODIFICATION AGREEMENT

WHEREAS, MWABank loaned Gregory R. Rogers and Tenille M. Rogers the Sum of FOUR HUNDRED THIRTY-TWO THOUSAND FOUR HUNDRED DOLLARS AND 00/100 ($432,400.00), as evidenced by a note executed and delivered on August 4, 2009 along with a mortgage executed and delivered by Gregory R. Rogers and Tenille M. Rogers, Husband and Wife, which mortgage is duly recorded in the Recorder's Office of Delaware County, Iowa as Book 2009, Page 3121 (Document Number 2009 3121) recorded August 10, 2009 which note and mortgage are hereby incorporated herein and made a part of this instrument, and

WHEREAS, the mortgaged property is legally described as follows to wit:

Lot One (1) of Kelley Subdivision Part Of The Southeast Quarter (SE¼) Of The Northwest Quarter (NW¼) Section 1, Township Eighty-Nine North (T89N), Range Six West (R6W) Of The Fifth Principal Meridian Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 55.
AND
Lot Two (2) of Kelley Subdivision Part Of The Southeast Quarter (SE¼) Of The Northwest Quarter (NW¼) Section 1, Township Eighty-Nine North (T89N), Range Six West (R6W) Of The Fifth Principal Meridian Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 55.

1626 Firefly Road, Manchester, IA 52057

WHEREAS, the undersigned finds it necessary and hereby request(s) a modification of the terms of said note and said bank has agreed to the terms of said note modification as hereinafter provided. The parties now desire to restate the modified terms of said loan so that there shall be no misunderstanding of the matter.

THEREFORE, in consideration of the mutual benefits herein contained, the parties hereby agree that, as of June 3, 2014, the parties hereby agree that the unpaid principal balance was THREE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED THIRTY DOLLARS AND 83/100 ($313,830.83). The parties hereby agree to the following terms:

- The Bank will split the current loan into two separate loans. The first loan (Loan A) will start out with an unpaid principal of $187,000. The second loan (Loan B) would carry an unpaid principal balance of $126,830.83. Both parties understand that any accrued/unpaid late charges would remain in place.
- The terms of Loan A would be as follows:
    - The loan would originally re-amortized over 30 years with a New Maturity Date of June 1, 2044. The monthly payments would remain due on the 1st of each month beginning June 1, 2014.
    - Initial rate of 0% through the 12/1/2015 due date with a monthly principal and interest payment of $519.44 plus escrow. Effective 12/1/2015 for the 1/1/2016 due date the rate would move to 2.50% and the payment for monthly principal and interest would move to $724.68 plus escrow.
- The terms of Loan B would be as follows:
    - The loan would remain at 0% for the life of the loan. The initial monthly payment would be $222.81 beginning on July 1, 2014. Effective for the January 1, 2015 due date the monthly payment would increase to $300.00. Effective for November 1, 2016 due date the monthly payment would increase to $500. The final tiered payment of $500/month would remain in place until Maturity of the loan on June 1, 2044 ("New Maturity Date").

That in all other respects said note is hereby ratified and confirmed and shall remain in full force and effect.

Signed and delivered this 11th day of June, 2014

Gregory R. Rogers

Tenille M. Rogers

State of Iowa)
) ss:
County of Delaware)

On this 11th day of June, 2012, before me, the undersigned, a Notary Public in and for said County, in said State personally appeared Gregory R. Rogers personally known to me, who, being by me duly sworn, did say that they did sign the instrument and that they acknowledge the execution of said instrument to be their voluntary act and deed.

Rosemary Drees
COMMISSION NUMBER 144070
My Commission Expires
7/30/2017

Rosemary Drees
NOTARY PUBLIC

State of Iowa)
) ss:
County of Delaware)

On this 11th day of June, 2012, before me, the undersigned, a Notary Public in and for said County, in said State personally appeared Tenille M. Rogers personally known to me, who, being by me duly sworn, did say that they did sign the instrument and that they acknowledge the execution of said instrument to be their voluntary act and deed.

Rosemary Drees
COMMISSION NUMBER 144070
My Commission Expires
7/30/2017

Rosemary Drees
NOTARY PUBLIC

MWABank

By: Kevin Peterson, Senior Vice President
Signed and delivered this 23rd day of June, 2014.

STATE OF ILLINOIS)
) ss:
COUNTY OF ROCK ISLAND)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Kevin Peterson, personally known to me to be the Senior Vice President of said Corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Kevin Peterson signed and delivered the said instrument as Senior Vice President of said Corporation, as his free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23 day of June, 2014.

OFFICIAL SEAL
NATALIE A FOREST
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/09/15

Natalie A. Forest
NOTARY PUBLIC