Recorded: 1/6/2015 at 10:51:32.0 AM
Fee Amount: $12.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2015 PG: 20

Document Prepared by: Mary Lou, 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)

MODIFICATION OF NOTE and MORTGAGE

BORROWER:	MORTGAGOR:
Michael A Loecke Marla M Loecke ADDRESS: 2768 140th Ave Ryan, IA 52330	Michael A Loecke Marla M Loecke ADDRESS: 2768 140th Ave Ryan, IA 52330
Address of Real Property: 2768 140th Ave, Ryan, IA 52330	

Loan # 13757810

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the **30th** day of **December, 2014**, is executed by and between Lender and the parties identified above.

A. On **July 3, 2014**, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of **Two hundred ninety-two thousand and 00/00 ($292,000.00)**, which Note was secured by a mortgage ("Mortgage") dated **July 3, 2014** executed by Grantor/Mortgagor ("Mortgagor") for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded on **July 9, 2014** as Instrument No. , or in Volume **2014** at Page **1628** 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 **March 31, 2015**, 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 **December 30, 2014**, the unpaid principal balance due under the Note was $292,000.00
3. 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.
4. 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.

Legal Description:

Parcel B, Part of the NW 1/4 SW 1/4 Sec. 35, T88N, R6W of the Fifth P.M., Delaware County, Iowa, according to the plat recorded in Book 2005, Page 3311

LENDER: **Farmers State Bank**

By: Scott M Neighbor SVP

Scott M Neighbor, Sr Vice President

MORTGAGOR: Michael A Loecke

MORTGAGOR: Marla M Loecke

STATE OF Iowa)
) SS:
COUNTY OF Linn)

On this **30th** day of **December**, **2014**, before me, the undersigned, a Notary Public in and for said county and state, personally appeared **Michael A Loecke and Marla M Loecke**, 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/they executed the same as his/her/their voluntary act and deed.

SCOTT M NEIGHBOR
Commission Number 195364
My Comm. Exp. 3/17/16

Scott M Neighbor

Notary Public in and for said County and State.

STATE OF Iowa)
) SS:
COUNTY OF Linn)

On this **30th** day of **December**, **2014**, 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 Senior 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.

KIMBERLY KRAY
Commission Number 721699
My Commission Expires
4-1-2015

KImberly K Kray

Notary Public in and for said County and State.