Mortgage Record, No. 110, Madison County, Iowa

Annette Chovanic
To
The New York Bank
For Savings

#1021

Fee $3.50

Filed for record the 29 day of May
A.D. 1967 at 3:26 o'clock P. M.

Mary E. Welty, Recorder

MODIFICATION AGREEMENT

THIS INDENTURE, made this 29th day of May, 1967, between Annette Chovanic, a single person of Winterset, Iowa (hereinafter designated as "Mortgagor") and The New York Bank for Savings, a New York corporation, (hereinafter designated as "Mortgagee"). WITNESSETH

WHEREAS, a mortgage note dated October 10, 1962, and a mortgage of even date was recorded October 17, 1962, in the Office of the County Recorder of Madison County, Iowa in Mortgage Record Book 109 at page 117, made by Larry D. Heid and Patricia A. Heid, husband and wife, to National Homes Acceptance Corporation, and whereas said note and mortgage were assigned

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to the mortgagee by an assignment dated July 21, 1963 and recorded in the office of the County Recorder of Madison County, Iowa in Book number 108 at page 569 on the 27th day of September, 1963, to secure the payment of a loan for the following described property:

The West 57 feet of Lot Seven (7) and the West 57 feet of the South Half (½) of Lot Six (6), in Block Six (6), of West Addition to Winterset, Iowa.

WHEREAS, it has been agreed by and between the parties hereunto that the before mentioned note and mortgage shall be modified both as to the monthly installments of principal and interest and as to the maturity date.

NOW THEREFORE, in consideration of the premises and the covenants hereinafter contained and other good and valuable consideration, the parties hereto, for themselves and their respective successors and assigns, do hereby agree as follows:

FIRST: The following language contained in the note and mortgage is hereby deleted: "in monthly installments of sixty-nine and 55/100 dollars ($69.55)" "except that the final payment of principal and interest if not sooner paid, shall be due and payable on the first day of December, 1997."

SECOND: The following language is inserted for the language hereinabove deleted: "in monthly installments of forty-five and 15/100 dollars ($45.15)" "except that the final payment of principal and interest if not sooner paid, shall be due and payable on the first day of June, 1987."

IN WITNESS WHEREOF, the aforementioned parties have hereunto set their hands the day and year first above written.

Annette Chovanic
Annette Chovanic

(CORPORATE SEAL)

THE NEW YORK BANK FOR SAVINGS
By Samuel G. Schnitta
Samuel G. Schnitta

STATE OF IOWA COUNTY OF MADISON) SS

Before me Leonard M. Flander, a Notary Public in and for said county, personally appeared the above named Annette Chovanic, who acknowledged that she did sign the foregoing instrument, and that the same is her free act and deed. In testimony whereof, I have hereunto subscribed my name at Winterset, Iowa this 29 day of May, 1967.

(NOTARIAL SEAL)

Leonard M. Flander
Leonard M. Flander Notary Public

THE NEW YORK BANK FOR SAVINGS
By Samuel G. Schnitta
Samuel G. Schnitta Assistant Vice President

STATE OF NEW YORK COUNTY OF NEW YORK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Samuel G. Schnitta for The New York Bank for Savings, a corporation, subscribed to the foregoing instrument, appeared before me this day and acknowledged that he being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 24th day of May, 1967.

Helen L. Klardie Notary Public
HELEN L. KLARDIE
Notary Public, State of New York
No. 24-7286725 Qualified in Kings Co.
Cert. Filed in New York County
Commission expires March 30, 1968