

FILED NO. 002611

BOOK 214 PAGE 660

2000 JAN 12 AM 11:08

SHARLETTA UTSLER  
RECORDER  
MADISON COUNTY, IOWA

REC \$ 10.00  
AUD \$ \_\_\_\_\_  
S.M.F.S. 1.00

COMPUTER   
RECORDED   
INDEXED

P. Lorenz

The First National Bank in Creston, Box 445, Creston, IA 50801 515-782-2195

(Name, address and telephone number of preparer)

THIS FIRST MODIFICATION of Note # 9043680 and Mortgage Agreement made Jan. 7, 2000 by and between Scott D. Driskell and Melissa G. Driskell, Husband and Wife (herein "Borrower") and THE FIRST NATIONAL BANK IN CRESTON, Creston, Iowa (herein "Lender").

RECITALS:

A. Borrower is the Mortgagor or an Obligor and Lender is the Mortgagee of a mortgage dated September 10, 1999, which mortgage originally secured payment of a loan in the amount of \$ 136,067.00 plus interest at the rate of 8.25 % per annum, maturing on September 10, 2000, as evidenced by a Note of the same date executed by Borrower.

B. The mortgage is recorded in the office of the Recorder of Madison County, Iowa, in Book 212 of Mortgages on Pages 126 and is of real estate situated in Madison County, described as follows:

Lot Three (3) of Williamson Addition Plat One (1) to the City of Earlham, Madison County, Iowa

C. Borrower and Lender desire that the Mortgage and Note be modified as herein provided but that all terms not so modified remain unchanged and in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. AMOUNT DUE; Borrower acknowledges there is as of this date due and owing on the aforesaid Mortgage and Note the principal balance of \$ 108,000.00.

2. PAYMENT SCHEDULE: The payment schedule provided in said Note is hereby modified so that payments of principal and interest shall be made as follows:

\$ 812.50 on February 28, 2000~~XXX~~, and a like amount on the day of each month thereafter until September 28, 2004 when the entire sum of unpaid principal and interest shall be paid in full.

3. RATE: The interest rate provided in the Note is hereby modified to be 7.65 % as of January 7, 2000.

4. WARRANTY: Borrower covenants and warrants that the said Mortgage is a first lien upon the real estate described above.

5. NO OTHER MODIFICATION: Except as provided above, the said Mortgage and Note and all provisions thereof shall remain unaffected and unchanged by this Agreement and all terms, conditions and provisions of said Note and Mortgage not modified are hereby ratified and confirmed in all respects, and Borrower promises to pay the aforesaid sum with interest and in the manner stated above.

IN WITNESS WHEREOF, the Parties have executed this instrument.

THE FIRST NATIONAL BANK IN CRESTON

Paul P. Lorenz, Jr., Ass. Vice. Pres.

Richard C. Anderson, Exec. Vice Pres.

Scott D. Driskell

Melissa G. Driskell

9-16-99

11911

7-19-02  
NOTARY PUBLIC  
MICHÈLE JACKSON

Notary Public in and for said County and State

*Michèle Jackson*

On this 7th day of January, 2000, before me, a Notary Public in and for Union County, personally appeared Paul P. Lorenz, Jr. and Richard C. Anderson, Exec. Vice Pres. and Exec. Vice Pres., respectively, of said corporation, that the seal affixed to said instrument is the seal of said corporation and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said execution of said instrument to be the voluntary act and deed of said corporation by them voluntarily executed.

MICHÈLE JACKSON  
NOTARY PUBLIC  
7-19-02

STATE OF IOWA )  
COUNTY OF UNION )  
SS: )

Notary Public in and for said County and State

*Michèle Jackson*

On this 7th day of January, 2000, before me, a Notary Public in and for Union County, personally appeared Scott D. and Melissa G. Driskell, known to be the identical person(s) named in and who executed the foregoing instrument and they executed the same as their voluntary act and deed.

STATE OF IOWA )  
COUNTY OF Union )  
SS: )