

CHRIS DOWNS
BRENTON MORTGAGES, INC.
150 1ST AVE NE
CEDAR RAPIDS, IOWA 52401
PH# 319-398-3006

REC \$ 15.00
AUD \$
R.M.F. \$ 1.00

FILED NO. 002863
BOOK 215 PAGE 146
2000 FEB -1 PM 1:02

Prepared by:

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Record with
County Recorder

USE FOR FIRST MORTGAGE, ACQUISITION LOAN ONLY.
GIVE TRUTH-IN-LENDING DISCLOSURES. GIVE RIGHT
OF RESCISSION IF NEW AMOUNT FINANCED EXCEEDS
UNPAID PRINCIPAL BALANCE AND INTEREST.

MODIFICATION OF NOTE AND MORTGAGE

WHEREAS, GARRY R. SWANSON AND ROBYN L. SWANSON, (hereinafter referred to as "Borrower"), did on the 16th day of September, 1999, execute one certain Note (hereinafter referred to as "Promissory Note") in the face amount of One Hundred Fifty Four Thousand Five Hundred Fifty and 00/100 (\$ 154,550.00) payable to the order of BRENTON MORTGAGES, INC. (hereinafter referred to as "Lender"); and

WHEREAS, the Borrower, in order to secure the Promissory Note, executed one certain Mortgage on the 16th day of September, 1999, covering the property situated in MADISON County, IOWA, which Mortgage was recorded in Book 212 at Page 145 of the MADISON County Recorder's records; and described as follows:

PARCEL "C" LOCATED IN THE SOUTHEAST QUARTER (1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, CONTAINING 4.90 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 3, PAGE 215 ON APRIL 15, 1998 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA

WHEREAS, the Lender is now the holder of the Promissory Note and Mortgage; and the Borrower is the owner of the mortgaged premises; and

WHEREAS, the Lender, in consideration of the promises, representations and statements herein contained agrees to the changes hereinafter set forth.

NOW, THEREFORE, it is hereby agreed by and between the parties that:

1. The principal balance of One Hundred Fifty Four Thousand Five Hundred Fifty and 00/100 Dollars (\$ 154,550.00), being the aggregate principal sum presently remaining unpaid, shall be due and payable as hereinafter set forth, with interest thereon, on the from time to time unpaid balances thereof as hereinafter set forth.

Fixed Rate.

The said principal sum shall bear interest from the 28th day of January, 2000 at the rate of 8.500 percent per annum.

The Borrower shall pay the principal sum together with interest thereon in equal installments of One Thousand One Hundred Eighty Eight and 36/100 Dollars (\$ 1,188.36), the first installment to be paid on the 1st day of March, 2000, and a like installment to be paid on the same day monthly thereafter until the 1st day of February, 2030, at which time the entire unpaid balance of the principal sum with all accrued interest thereon shall be due and payable in full. Said payments to be applied first to interest due and the remainder on principal until paid in full. Interest after maturity shall be at the rate of Eight and 500/1000 percent (8.500 %) per annum.

Variable Rate.

A. **Interest Rate.** Until changed, the interest rate shall be _____ % effective _____. The interest rate may change on _____, _____, and on that day every _____ payment thereafter. Each date on which the interest rate could change is called a "Change Date."

B. **Index.** Beginning with the first Change Date, the interest rate will be based on an Index.

The index is _____

The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Lender will choose a new index, which is based upon comparable information. The Lender will give Borrower notice of this choice.

C. **Calculation of Changes.** Before each Change Date, the Lender will calculate the new interest rate by adding _____ percentage points (_____ %) to the Current Index. The Lender will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section D below, this rounded amount will be the new interest rate until the next Change Date.

The Lender will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal at the Change Date in full on the maturity date at the new interest rate in substantially equal payments. The result of this calculation will be the new amount of the monthly payment.

2000 Receipt of a copy hereof is hereby acknowledged by Borrower.

IN WITNESS WHEREOF, the Agreement has been duly executed by the parties hereto effective the 28th day of January, 2000.

8. Borrower (and Guarantors if applicable) agree that any fees collected by Lender in connection with this modification shall be and are hereby agreed to as permitted closing fees, all as contemplated by Iowa Code Section 535.8(2) (a).

THIS LOAN IS PAYABLE IN FULL ON THE DAY OF AT MATURITY THE BORROWER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THE BORROWER WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT THE BORROWER MAY OWN, OR THE BORROWER WILL HAVE TO FIND A LENDER, WHICH MAY BE THE BANK THE BORROWER HAS THIS LOAN WITH, WILLING TO LEND THE BORROWER THE MONEY. IF THE BORROWER REFINANCES THIS LOAN AT MATURITY, THE BORROWER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF THE BORROWER OBTAINS REFINANCING FROM THE SAME BANK.

7. Check here if Applicable All Guarantors by the execution hereof consent to the terms hereof.

6. Check here if Applicable Mortgage, hereby consents to this Modification and hereby agrees and acknowledges that the Second Mortgage is junior and inferior to the Mortgage herein modified.

5. Check here if Applicable And subject to one certain Second Mortgage to dated the day of and recorded the day of in Book Page

4. Borrower hereby warrants that it has merchantable title to the property described in the Mortgage free and clear of all liens and encumbrances other than the above Mortgage to the Lender.

3. This modification shall not be deemed to constitute a waiver of any defaults by the Borrower whether they have occurred in the past, are presently existing, or shall occur in the future, and all rights and remedies granted to the Lender as a result of said defaults are hereby preserved as if this extension had not been granted.

2. Borrower hereby reaffirms all of the obligations contained in the Promissory Note and Mortgage as hereby modified and promises to pay the debt represented by the Promissory Note as hereby modified and certifies that there are no defenses to the Promissory Note and Mortgage and agrees that all interest heretofore collected or charged on the Promissory Note is hereby agreed to and all defenses thereto are hereby waived. Borrower further agrees that said Mortgage shall continue a lien upon the above-described property and that neither the Promissory Note nor the Mortgage securing the same are in any way prejudiced by this Agreement, and said Promissory Note and Mortgage and all the covenants and agreements thereof and the rights of the parties hereunder shall remain in full force and effect except as herein expressly modified.

H. Maturity. If not sooner paid, the entire principal balance and all accrued interest shall be due and payable in full on the day of above rate plus % per annum.

Said payments are to be applied first to interest due and the remainder to principal until paid in full. Interest after maturity shall be at the thereafter until the first Change Date, the monthly principal and interest payments are in the amount of \$

G. Payments. Beginning and continuing on the day of each month shall be deemed given when sent by ordinary mail to the address of the Property or of the Borrower.

F. Notice of Changes. The Lender will deliver or mail to Borrower a notice of any changes in the interest rate and the amount of the new payment beginning on the first payment date after the Change Date until the amount of the new payment changes again.

E. Effective Date of Changes. The new interest rate will become effective on each Change Date. Borrower will pay the amount of preceding payments. The interest rate will never be greater than % or less than % from the rate of interest for the

D. Limits on Interest Rate Changes. The interest rate at the first Change Date will not be greater than % or less than % thereafter, the interest rate will never be increased or decreased on any single Change Date by more than percentage point () from the rate of interest for the

BORROWER:

LENDER:

Garry D Swanson
GARRY D. SWANSON

BRENTON MORTGAGES, INC.

Robyn L Swanson
ROBYN L. SWANSON

By: Jackie K. Wolfe
JACKIE K. WOLFE / SENIOR CLOSING ASSOCIATE

By: Nora E. Ritchie
NORA E. RITCHIE / MORTGAGE ASSOICATE / PROCESSOR

SECOND MORTGAGEE:

GUARANTORS:

By: _____

By: _____

STATE OF IOWA
COUNTY OF POLK

} ss:

On this 28th day of January, 2000, before me, the undersigned, a Notary Public in and for said county and state, personally appeared GARRY D. SWANSON AND ROBYN L. SWANSON to me personally known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(Seal)

Christina L. Downs
Notary Public in and for the State of _____

My commission expires: 2/16/02

STATE OF IOWA
COUNTY OF LINN

} ss:

On this 27TH day of JANUARY, 2000, before me the undersigned, a Notary Public in and for said County and State Personally appeared JACKIE K. WOLFE and NORA E. RITCHIE to me personally know, who being by me duly sworn did say that they are the SENIOR CLOSING ASSOICATE and MORTGAGE ASSOCIATE/PROCESSOR respectively, of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said JACKIE K. WOLFE and NORA E. RITCHIE as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

Christina L. Downs
Notary Public in and for the State of IOWA

