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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Document Prepared by: **MERCANTILE BANK - EUGENE TURNER**, 431 East Locust, Des Moines, IA 50309, 515-248-7700

MODIFICATION AND EXTENSION OF MORTGAGE

Mercantile Bank Midwest
431 East Locust
Des Moines, IA 50309
515-248-7700 (Lender)

BORROWER		MORTGAGOR	
STEVEN S. SMITH		STEVEN S. SMITH, HUSBAND AND DIANE C. SMITH, WIFE	
ADDRESS		ADDRESS	
1905 27TH STREET DES MOINES, IA 50310		1905 27TH STREET DES MOINES, IA 50310	
TELEPHONE NO.		TELEPHONE NO.	
515-277-0978		515-277-0978	
IDENTIFICATION NO.		IDENTIFICATION NO.	
[REDACTED]		[REDACTED]	
ADDRESS OF REAL PROPERTY: RR, WINTERSET, IA 50273			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 11TH day of FEBRUARY, 2000, is executed by and between Lender and the parties identified above.

A. On DECEMBER 3, 1999, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of ONE HUNDRED TWENTY-EIGHT THOUSAND AND NO/100 (\$ 128,000.00), which Note was secured by a mortgage ("Mortgage") dated DECEMBER 3, 1999 executed by Grantor/Mortgagor ("Mortgagor") for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded on DECEMBER 3, 1999 as Instrument No. 002154, or in Volume 214 at Page 13 of the records of the Recorder of MADISON 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:

- The maturity date of the Note is extended to JUNE 1, 2000, at which time all outstanding sums due to Lender under the Note shall be paid in full.
- The parties acknowledge and agree that, as of FEBRUARY 11, 2000, the unpaid principal balance due under the Note was \$ 144,000.00, and the accrued and unpaid interest on that date was \$ 727.58.
- The Mortgage is further modified as follows:

- 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.
- 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.

SCHEDULE A

LOT TWO (2) OF STEVE'S ACRES, AN OFFICIAL PLAT IN THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

MORTGAGOR: STEVEN S. SMITH

Steven S. Smith
STEVEN S. SMITH

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

LENDER: Mercantile Bank Midwest

By: *Eugene Turner*
EUGENE TURNER
ASSISTANT VICE PRESIDENT

MORTGAGOR: DIANE C. SMITH
Diane C. Smith
DIANE C. SMITH

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

_____, Notary Public
in and for said County and State

to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____
STATE OF _____
COUNTY OF _____
} SS: _____

_____, Notary Public
in and for said County and State

to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____
STATE OF _____
COUNTY OF _____
} SS: _____

_____, Notary Public
in and for said County and State

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 _____ 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.

to me personally known, who being by me duly sworn, did say that they are the _____
On this _____ day of _____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____
STATE OF _____
COUNTY OF _____
} SS: _____

_____, Notary Public
in and for said County and State

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 _____ 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.

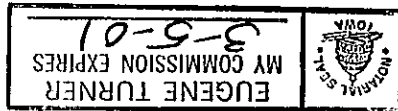
to me personally known, who being by me duly sworn, did say that they are the _____
On this _____ day of _____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____
STATE OF _____
COUNTY OF _____
} SS: _____

_____, Notary Public
in and for said County and State

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 executed the same as his/her voluntary act and deed.

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____
STATE OF _____
COUNTY OF _____
} SS: _____

_____, Notary Public
in and for said County and State



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 executed the same as his/her voluntary act and deed.

On this 11th day of February, 2000, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Steven S. Smith and Diane C. Smith, Husband and wife
STATE OF Iowa
COUNTY OF Polk
} SS: _____

_____, Notary Public
in and for said County and State