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 MICHELLE UTSLER  
 RECORDER 50309,  
 CLERK OF COURT, DES MOINES COUNTY, IOWA

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

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

## MODIFICATION AND EXTENSION OF MORTGAGE

<b>BORROWER</b> JO ANN SMITH	<b>MORTGAGOR</b> JO ANN SMITH, A SINGLE PERSON
ADDRESS 4317 PANORAMA DRIVE PANORA, IA 50216 TELEPHONE NO. [REDACTED] IDENTIFICATION NO. [REDACTED]	
ADDRESS 4317 PANORAMA DRIVE PANORA, IA 50216 TELEPHONE NO. [REDACTED] IDENTIFICATION NO. [REDACTED]	

ADDRESS OF REAL PROPERTY: RR,  
 WINTERSSET, 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. 002152, or in Volume 214 at Page 7 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:

1. 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.
2. The parties acknowledge and agree that, as of FEBRUARY 11, 2000, the unpaid principal balance due under the Note was \$ 148,000.00, and the accrued and unpaid interest on that date was \$ 793.37.
3. The Mortgage is further modified as follows:

4. 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.

5. 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 ONE (1) 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.

LENDER: Mercantile Bank Midwest

By: Eugene Turner  
 ASSISTANT VICE PRESIDENT  
 MORTGAGOR:

MORTGAGOR: Jo Ann Smith

MORTGAGOR: Jo Ann Smith

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

12-3-99 415

2152

in and for said County and State

, Notary Public

by it and by the partner voluntarily executed.

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

Personally appeared \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state,

COUNTY OF \_\_\_\_\_ }  
STATE OF \_\_\_\_\_ } SS:

in and for said County and State

, Notary Public

by it and by the partner voluntarily executed.

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

Personally appeared \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state,

COUNTY OF \_\_\_\_\_ }  
STATE OF \_\_\_\_\_ } SS:

in and for said County and State

, Notary Public

of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed. Authority of its Board of Directors; and that the said \_\_\_\_\_ as such officers acknowledged the execution respectively, of said corporation executing the within and foregoing instrument, that said instrument was signed on behalf of said corporation by to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_

Personally appeared \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state,

COUNTY OF \_\_\_\_\_ }  
STATE OF \_\_\_\_\_ } SS:

in and for said County and State

, Notary Public

of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed. Authority of its Board of Directors; and that the said \_\_\_\_\_ as such officers acknowledged the execution respectively, of said corporation executing the within and foregoing instrument, that said instrument was signed on behalf of said corporation by to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_

Personally appeared \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state,

COUNTY OF \_\_\_\_\_ }  
STATE OF \_\_\_\_\_ } SS:

in and for said County and State

, Notary Public

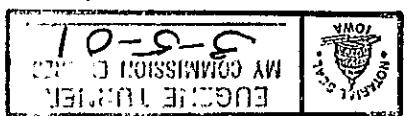
he/she executed the same as his/her voluntary act and deed.

to me personally known to be the identical person(s) named in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, Personally appeared \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state,

COUNTY OF \_\_\_\_\_ }  
STATE OF \_\_\_\_\_ } SS:

in and for said County and State

he/she executed the same as his/her voluntary act and deed. to me personally known to be the identical person(s) named in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, Personally appeared \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state,



COUNTY OF IOWA }  
STATE OF IOWA } SS:

in and for said County and State

, Notary Public