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BOOK **2002** PAGE **3523**

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

MODIFICATION AGREEMENT

OPEN-END REAL ESTATE MORTGAGE AND PROMISSORY NOTE #368564

Return to: Commercial Federal Bank Attn: Michele Nemmers 5947 Ashworth Road West Des Moines, IA 50266 – Phone (515) 223-7730

This agreement is made on this the **15th** day of **July 2002**, between **Commercial Federal Bank** (hereinafter referred to as “Lender”) and **Brian J. Beener and Kimberly L. Beener, Husband and Wife** (hereinafter referred to as “Borrower”).

WITNESSETH:

WHEREAS, the Borrower is now indebted to the Lender, as of the date of this agreement, the principal sum of **One Hundred Seventy Thousand Dollars (\$170,000.00)**, evidenced by a promissory note dated July 6, 2001, payment of which is secured by a mortgage owned and held by Lender dated **July 6, 2001** and recorded in **Book 2001**, at **Page 2862** on **July 10, 2001**, in the Office of the Recorder of **Madison County, Iowa** and,

WHEREAS, the parties mutually desire to modify the principal amount of said indebtedness and certain portions of said mortgage.

NOW THEREFORE, in consideration of the covenants hereinafter contained, it is mutually agreed as follows:

The Borrower and Lender mutually agree to increase the note and mortgage indebtedness to a new sum of: **One Hundred Seventy Three Thousand Dollars (\$173,000.00)**.

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$173,000.00, LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

It is further mutually agreed that said mortgage shall continue as a first lien upon the premises and that the obligation shall not in any way be prejudiced by this Agreement, but said obligation and mortgage and all the covenants and agreements thereof and the rights of the parties thereunder shall remain in full force and effect, except as herein expressly modified.

ORAL OR IMPLIED CHANGES TO THIS OR ANY OTHER CREDIT AGREEMENT(S) (EXCEPT CONSUMER LOANS OR OTHER EXEMPT TRANSACTIONS) WITH THIS LENDER ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE ALSO APPLIES TO ANY OTHER CREDIT AGREEMENTS (EXCEPT CONSUMER LOANS OR OTHER EXEMPT TRANSACTIONS) NOW IN EFFECT BETWEEN YOU AND THIS LENDER.

IN WITNESS WHEREOF, the parties have signed, sealed, and delivered this Agreement on the date above written and hereby acknowledge receipt of a copy of this Agreement on today's date.

Accepted:

By: Brian J. Beener 07/15/02
Brian J. Beener (Borrower) Date

Commercial Federal Bank (Lender)

By: Thomas D. Rude 7-15-02
Thomas D. Rude, Vice President Date

By: Kimberly L. Beener 7/15/02
Kimberly L. Beener (Borrower) Date

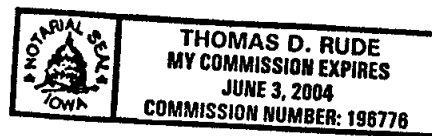
STATE OF IOWA, POLK COUNTY, SS:

On this 15th day of July, 2002 before me, a Notary Public in and for said County and State, personally appeared Brian J. Beener, husband, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written:



Notary Public in and for Said County, Iowa



STATE OF IOWA, POLK COUNTY, SS:

On this 17th day of July, 2002 before me, a Notary Public in and for said County and State, personally appeared Kimberly L. Beener, wife, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Witness my hand and notarial seal the day and year last above written:



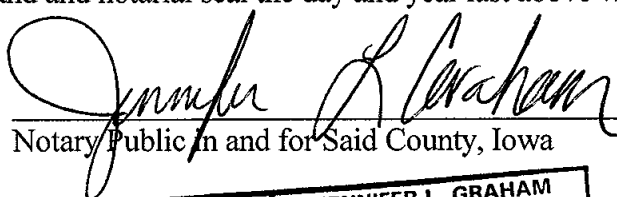
Notary Public in and for Said County, Iowa



STATE OF IOWA, POLK COUNTY, SS:

On this 15th day of July, A.D. 2002, before me, the signed, a Notary Public in and for Said County, Iowa, Personally appeared Thomas D. Rude, Vice President of Commercial Federal Bank FSB and the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and the said Thomas D. Rude, Vice President, acknowledged the execution of said instrument to be the voluntary act and deed of said Commercial Federal Bank FSB by it voluntarily done and executed.

Witness my hand and notarial seal the day and year last above written:


Notary Public in and for Said County, Iowa