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MICKI UTSLER RECORDER MADISON COUNTY, IOWA

Union State Bank, Box 110, Winterset, IA 50273 (515) 462-2161

Amendment to Mortgage

This agreement is made this date: <u>December 12, 2002</u> between:

Billy J. Gulling and Holly M. Gulling, husband and wife, (the "Mortgagor") and Union State Bank (the "Mortgagee")

The Mortgagor executed and delivered to the Mortgagee a mortgage (the "Mortgage") dated $\underline{\text{May 6, 2002}}$ and filed $\underline{\text{May 13, 2002}}$ in Book $\underline{\text{2002}}$ at Page $\underline{\text{2307}}$, covering the following described property:

The following described tract, to wit: Commencing 12 rods West of the Northeast corner of Block Ten (10) of Wilson's Addition to the Town of Earlham, Madison County, Iowa, thence running West 98.5 feet, thence South parallel to the East line of said Block Ten (10) to the Chicago, Rock Island & Pacific Railroad northerly right of way line, thence Southeast along said line to a point due South of the point of beginning, thence North 141 feet to the point of beginning

The property is located in Madison County at 560 NW 2nd St., Earlham, Iowa 50072.

The Mortgage recites that it secures payment of Mortgagor's promissory note ("Note") dated May 6, 2002 in the amount of \$30,324.50. The Note matures December 10, 2002 and the Mortgagor desires to amend the Mortgage to reflect the execution and delivery to the Mortgagee a new Promissory Note (the "Renewal Note") dated December 12, 2002.

NOW THERFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Mortgagor agrees as follows:

- 1. The Mortgagor hereby agrees that the lien of the Mortgage on the real estate described therein shall secure the Renewal Note.
- 2. All original terms of the Mortgage remain in effect except as amended hereby, and the Mortgagor agrees to be bound by and to perform all of the covenants and agreements in the Mortgage.

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- 3. The reference in the Mortgage to the principal amount and maturity are hereby amended to the extent necessary to reflect the amount and maturity of the Renewal Note. The Renewal Note is in the amount of \$29,920.23 and has a maturity date of December 15, 2017.
- 4. Each reference in the Mortgage to the "Promissory Note" shall be deemed, on and after the date of this amendment, to refer to the Renewal Note.

IN WITNESS WHEREOF, the Mortgagor has executed this Amendment to Mortgage as of the day and year first written above.

UNION STATE BANK

David A Koch Vice President

David A. Koch, Vice President

Holly M. Gulling

STATE OF IOWA

County of Madison ss:

On this 12th day of <u>December, 2002</u> before me, a Notary Public in the State of Iowa, personally appeared <u>Billy J. Gulling and Holly M. Gulling</u>, to me known to be the person(s) named in and who executed the foregoing instrument and acknowledged that <u>they</u> executed the same as <u>their</u> voluntary act and deed.

My Commission Ex

TERESA K. GOLIGHTLY
Commission Number 173267
My Commission Expires

Notary Public in the State of Iowa

STATE OF IOW

County of Madison ss:

On this 12th day of <u>December</u>, 2002 before me appeared <u>David A. Koch</u> to me personally known, who, being by me sworn, did say that he is the <u>Vice President</u> of Union State Bank and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said <u>David A. Koch</u> acknowledged said instrument to be the voluntary act and deed of said corporation.

My Commission Expires:

TERESA K. GOLIGHTLY Commission Number 173267 My Commission Expires