

REC \$ 10<sup>00</sup>  
AUD \$ 5<sup>00</sup>  
R.M.F. \$ 1<sup>00</sup>  
5<sup>00</sup>

FILED NO. 5244

BOOK 2003 PAGE 5244

2003 SEP -2 PM 3: 38

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input type="checkbox"/>

✓ Preparer:  
Doran T. Ryan, Raccoon Valley State Bank, 1009 Court St, Adel, IA 50003 (515) 993-458

SPACE ABOVE THIS LINE  
FOR RECORDER

**REAL ESTATE CONTRACT MODIFICATION AGREEMENT**

This Real Estate Contract Modification Agreement is entered into on this 26<sup>th</sup> day of August, 2003, by and between Raccoon Valley State Bank, an Iowa Corporation of the County of Dallas, State of Iowa, ("Sellers"); and Howard K. Clayton, Sr. and Betty L. Clayton of the County of Dallas, State of Iowa, ("Buyers");

**RECITAL**

A. Sellers and Buyers entered into a certain **REAL ESTATE CONTRACT-INSTALLMENTS** dated the 24<sup>th</sup> day of August, 2000 and recorded in file no. 005685, Book 142, Page 883 AND a certain **REAL ESTATE CONTRACT MODIFICATION AGREEMENT** dated 19<sup>th</sup> day of October, 2001 and recorded in file no. 004806, Book 2001, Page 4806 at the Madison County Recorder, Winterset, Iowa and now desire to modify certain terms.

**COVENANTS**

NOW, THEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **INTEREST RATE** Interest (7.25% per annum, previously) shall be calculated at the rate of **6.25%** per annum beginning on the above date.
2. **PAYMENT AMOUNT** The monthly payment amount shall be reduced from \$664.38 due each month on or before the 25<sup>th</sup> to **\$590.82** on or before September 25, 2003, and \$590.82 on or before the 25<sup>th</sup> day of each and every month thereafter including interest on unpaid balance thereof at the rate of **6.25%** per annum, payable monthly through and including August 25, 2006 with the entire unpaid principal and interest balance due on August 25, 2006. Payments shall be applied first to interest then unpaid and the rest upon the balance of the principal.
3. Except as expressly modified herein, all other terms shall remain in full force and effect.



the parties execute this agreement on this 26<sup>th</sup> day of

August, 2003

Daniel J. Hawkins Notary Public

Doran T. Ryan, EVP  
Carpenter, Bailey State Bank, an Iowa Corporation, Seller  
1009 Court Street, Adel, IA 50003

Howard K. Clayton

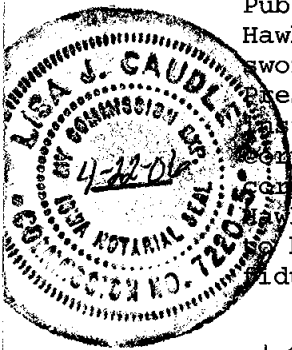
Howard K. Clayton, Buyer  
319 N 11<sup>th</sup> St., Adel, IA 50003

Betty L. Clayton

Betty L. Clayton, Buyer  
319 N 11<sup>th</sup> St., Adel, IA 50003

STATE OF IOWA, COUNTY OF DALLAS, ss,

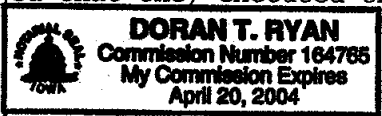
On this 26<sup>th</sup> day of August, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Daniel J. Hawkins and Doran T. Ryan, to me personally known, who being by me duly sworn, did say that they are the President and Executive Vice President, respectively, of the corporation executing the foregoing instrument; that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; that Daniel J. Hawkins and Doran T. Ryan acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by them and as the fiduciary voluntarily executed.



Lisa J. Caudle  
Notary Public in and for the State of Iowa

STATE OF IOWA, DALLAS COUNTY, ss:

On this 26<sup>th</sup> day of August, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Howard K. Clayton, Sr. and Betty L. Clayton to me 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.



Doran T. Ryan  
Notary Public in and for the State of Iowa

3.77-28, Parcel in SW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>

4806  
10-25-01  
5685  
8-25-00