

REC \$ 15⁰⁰
AUD \$
R.M.F. \$ 5⁰⁰

FILED NO. 7231

BOOK 2003 PAGE 7231

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

W

Prepared by Mary Simon, 13523 University Ave., Clive, IA 50325 (515) 223-8484

STATE FEDERAL BANK
MODIFICATION AGREEMENT

#10125-11

This Modification Agreement is made this 13th day of October, 2003, by and between Melissa Hinch, (the "Borrower") and State Federal Savings and Loan Association of Des Moines, (the "Lender").

The Lender is the holder of a Promissory Note (the "Note") dated February 11, 2002, in the principal amount of ninety five thousand and No/100 dollars (\$95,000.00) bearing interest on the unpaid balance thereof from time to time at the rate of six and 75/100 percent (6.75%) per annum from the date thereof until fully paid, which principal and interest is payable in monthly installments of six hundred sixteen and 17/100 (\$616.17) commencing on the 1st day of April, 2002, and thereafter on the 1st of each month until March 1, 2032, when the entire unpaid balance of principal and interest shall be due and payable.

The Note is secured by a First Mortgage (the "Mortgage") executed by the Borrower on February 11, 2002, on certain real property located in Polk County, Iowa and further secured by a Mortgage (the "Mortgage") executed by Daniel R. Hinch and Diana L. Hinch on February 11, 2002, on certain real property located in Madison County, Iowa, both of which is described as follows:

Lot Nineteen (19) in YOUNKER PLACE, an Official Plat, now included in and forming a part of the city of Des Moines, Iowa,
AND
SEE ATTACHED EXHIBIT "A"

recorded in Book 9095 on Page 805 in the office of the Polk County Recorder, locally known as 4201 S.W. 12th Street, Des Moines, IA 50315; and recorded in Book 2002 on Page 792 in the office of the Madison County Recorder, locally known as 3310 Cumming Road, Cumming, Iowa 50061.

In consideration of their mutual promises, the Borrower and the Lender hereby agree to the following:



Upon the advance of funds added to the current principal balance the total indebtedness to the Lender will be \$95,000.00. The interest rate is hereby decreased to 5.50% per annum and the monthly payments have been adjusted to reflect the reamortization. The maturity date of the loan remains March 1, 2032 when the entire balance of principal and interest will be due and payable.

Said Note and Mortgage in all other respects shall remain in full force and effect.

The above Modification Agreement shall become effective October 1, 2003.

STATE FEDERAL SAVINGS & LOAN
ASSOCIATION OF DES MOINES

Melissa Hinch
Melissa Hinch

Andra K. Black
Andra K. Black, Executive Vice President

Diana L. Hinch
Diana L. Hinch

Daniel R. Hinch
Daniel R. Hinch

EXHIBIT "A"

Parcel "B": That part of the Northwest Quarter (1/4) of Section 13, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the NW corner of Section 13, Township 77 North, Range 26 West of the 5th P.M.; thence S 0° 03' 20" W along the West line of the NW 1/4 of said Section 13 for 60.44 feet to the south right-of-way line of County Road G-14; thence N 83°07'11" E along said south line for 380.00 feet to the Point of Beginning; thence continuing N 83°07'11" E along said south line for 190.00 feet; thence S 0°03'20" W for 1140.75 feet; thence S 83°07'11" W for 190.00 feet; thence N 0°03'20" E for 1140.75 feet to the Point of Beginning. This parcel contains 4.94 acres and is subject to all easements of record, and

Parcel "C": That part of the Northwest Quarter (1/4) of Section 13, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the NW corner of Section 13, Township 77 North, Range 26 West of the 5th P.M.; thence S 0° 03' 20" W along the West line of the NW 1/4 of said Section 13 for 60.44 feet to the south right-of-way line of County Road G-14; thence N 83°07'11" E along said south line for 190.00 feet to the Point of Beginning; thence continuing N 83°07'11" E along said south line for 190.00 feet; thence S 0°03'20" W for 1140.75 feet; thence S 83°07'11" W for 190.00 feet; thence N 0°03'20" E for 1140.75 feet to the Point of Beginning. This parcel contains 4.94 acres and is subject to all easements of record, and

Parcel "D": That part of the Northwest Quarter (1/4) of Section 13, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the NW corner of Section 13, Township 77 North, Range 26 West of the 5th P.M.; thence S 0° 03' 20" W along the West line of the NW 1/4 of said Section 13 for 60.44 feet to the south right-of-way line of County Road G-14 and being the Point of Beginning; thence continuing N 83°07'11" E along said south line for 190.00 feet; thence S 0°03'20" W for 1140.75 feet; thence S 83°07'11" W for 190.00 feet; thence N 0°03'20" E for 1140.75 feet to the Point of Beginning. This parcel contains 4.94 acres and is subject to all easements of record,

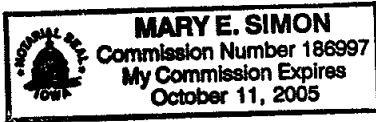
STATE OF IOWA

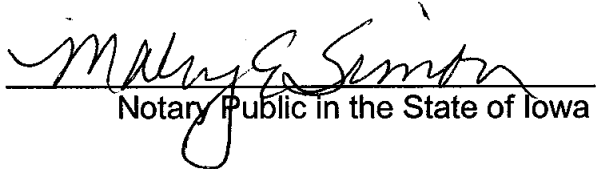
SS:

COUNTY OF POLK

On this 13th day of October, 2003, before me, a Notary Public in the State of Iowa, personally appeared Melissa Hinch, a single person, and Daniel R. Hinch and Diana L. Hinch, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My Commission expires:




Notary Public in the State of Iowa

STATE OF IOWA

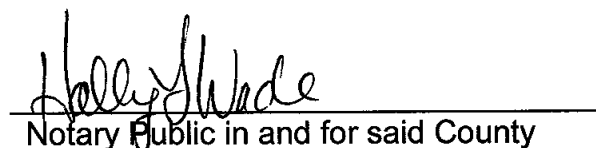
SS:

COUNTY OF POLK

On this 13th day of October, 2003, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Andra K. Black, to me personally known, who, being by me duly sworn, did say that she is the Executive Vice President of said corporation executing the within and foregoing instrument to which this is attached, that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Andra K. Black as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

My Commission expires:




Notary Public in and for said County