

LISA SMITH, COUNTY RECORDER
MADISON IOWA

Prepared by: DEE SLOAN The First National Bank in Creston, 101 W. Adams, Creston, IA 50801 641-782-2195

Return to: the First National Bank in Creston, 101 W. Adams, Creston, Iowa 50801

641-782-2195

THIRD MODIFICATION OF NOTE AND MORTGAGE #3559

THIS THIRD MODIFICATION of Note and Mortgage Agreement made DECEMBER 27, 2006, by and between MARTIN W. SHADY AND KIM J. SHADY (herein "Borrower") and the First National Bank in Creston, Creston, Iowa (herein "Lender").

RECITALS:

- A. Borrower is the Mortgagor or an Obligor and Lender is the Mortgagee of a mortgage dated APRIL 8, 1993, which mortgage originally secured payment of a loan in the amount of \$15000.00 plus interest at the rate of 8.35% per annum, maturing on APRIL 8, 2008, as evidenced by a Note of the same date executed by Borrower.
- B. The mortgage is recorded in the office of the Recorder of MADISON County, Iowa, in Book 007 of Mortgages on Page 53 and is of real estate situated in MADISON County, described as follows:

LOTS TWENTY-FIVE (25), TWENTY-SIX (26), TWENTY-SEVEN (27), TWENTY-EIGHT (28), SIXTY-FOUR (64), SIXTY-FIVE (65), SIXTY-SIX (66), SIXTY-SEVEN (67), SIXTY-EIGHT (68), AND SIXTY-NINE (69), OF THE ORIGINAL TOWN OF MACKSBURG, MADISON COUNTY, IOWA.
- C. ~~Borrower and lender modified the Note and Mortgage pursuant to a prior Modification of Note and Mortgage dated APRIL 11, 1998.~~
- D. The Modification of Note and Mortgage is recorded in the Office of the Recorder of MADISON County, Iowa, in Book 197 of Mortgages on Page 508.
- E. Borrower and Lender desire that the Mortgage and Note be modified as herein provided but that all terms not so modified remain unchanged and in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

- 1. AMOUNT DUE: Borrower acknowledges there is as of this date due and owing on the aforesaid Mortgage and Note the principal balance of \$8586.64 plus accrued interest.
- 2. PAYMENT SCHEDULE: The payment schedule provided in said Note is hereby modified so that payments of principal and interest shall be made as follows:

\$105.81 on JANUARY 27, 2007, and a like amount on the same day of each MONTH thereafter until DECEMBER 27, 2011, when the entire sum of unpaid principal and interest shall be paid in full. If a payment is more than 15 days late, I will be charged 5.00% of the unpaid portion of payment or \$15.00, whichever is less. I will pay this late charge promptly but only once for each late payment.
- 3. RATE: The interest rate provided in the Note is hereby modified to be 8.35%.
- 4. OTHER MODIFICATIONS: NONE.
- 5. WARRANTY: Borrower covenants and warrants that the said Mortgage is a first lien upon the real estate described above.
- 6. NO OTHER MODIFICATION: Except as provided above, the said Mortgage and Note and all provisions thereof shall remain unaffected and unchanged by this Agreement and all terms, conditions and provisions of said Note and Mortgage not modified are hereby ratified and confirmed in all respects, and Borrower promises to pay the aforesaid sum with interest and in the manner stated above.

IN WITNESS WHEREOF, the Parties have executed this instrument.

THE FIRST NATIONAL BANK IN CRESTON

BORROWER

By: [Signature]
JERRY MCINTIRE, VICE PRESIDENT

[Signature]
MARTIN W. SHADY

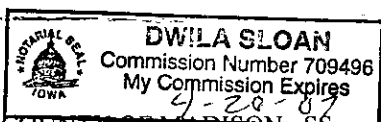
By: [Signature]
STEVE CRITTENDEN, SR. LOAN OFFICER

[Signature]
KIM J. SHADY

AND WHEREAS THE FIRST NATIONAL BANK IN CRESTON, IOWA, IS A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF IOWA AND HAS A CAPITAL STOCK OF \$1,000,000.00, THE FIRST NATIONAL BANK IN CRESTON, IOWA, IS A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF IOWA AND HAS A CAPITAL STOCK OF \$1,000,000.00.

STATE OF IOWA; COUNTY OF MADISON; ss:

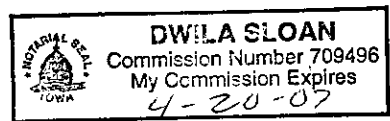
On this WEDNESDAY of DECEMBER, 2006, before me, a Notary Public in and for Union County, personally appeared MARTIN W. SHADY AND KIM J. SHADY known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that THEY executed the same as THEIR voluntary act and deed.



[Signature]
Notary Public in and for said County and State

STATE OF IOWA; COUNTY OF MADISON, ss:

On this 27 of DECEMBER, 2006, BEFORE ME, A Notary Public in and for Union County, personally appeared JERRY MCINTIRE and STEVE CRITTENDEN to me personally known who being by me duly sworn did say that they are the VICE PRESIDENT and SR. LOAN OFFICER, respectively, of said corporation; that the seal affixed to said instrument is the seal of said corporation and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said execution of said instrument to be the voluntary act and deed of said corporation by them voluntarily executed.



[Signature]
Notary Public in and for said County and State

I, _____, Notary Public in and for said County and State, do hereby certify that the foregoing instrument was duly executed and acknowledged before me on this _____ day of _____, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at _____, Iowa, this _____ day of _____, 2006.