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FILED NO. 1289
 BOOK 202 PAGE 344
 98 SEP 18 PM 1:52
 MICHELLE UTSLER
 RECORDER
 MADISON COUNTY, IOWA

Prepared by: Ruth Leiser The First National Bank in Creston (515) 782-2195

FIRST MODIFICATION OF NOTE AND MORTGAGE #28387

THIS FIRST MODIFICATION of Note and Mortgage Agreement made September 3, 1998, and between Mark R. Pearson and Eden F. Pearson (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 September 2, 1993, which mortgage originally secured payment of a loan in the amount of \$50,000.00 plus interest at the rate of 8.50% per annum, maturing on September 1, 1998, 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 168 of Mortgages on Page(s) 602 and is of real estate situated in Madison County, described as follows:

 The East Half (1/2) of the West Two-Thirds (2/3) of Lot Two (2) in Block Twenty-three (23) of the original town of Winterset, Madison, County, Iowa.
- C. 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 \$36,768.34 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:

 \$433.94 on October 1, 1998, and a like amount on the same day of each month thereafter until September 1, 2003, when the entire sum of unpaid principal and interest shall be paid in full.
- 3. RATE: The interest rate provided in the Note is hereby modified to be 8.50%.
- 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

By Richard C. Anderson
 Richard C. Anderson, Senior VP
 By Dwight K. Conover
 Dwight K. Conover, President

Mark R. Pearson
 Mark R. Pearson
Eden F. Pearson
 Eden F. Pearson

MTG RECORD 202
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On this 15th day of September, 1998, before me, a Notary Public in and for Union County, personally appeared Richard C. Anderson and Dwight K. Conover to me personally known who being by me duly sworn did say that they are the Senior Vice President and president, 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.



Notary Public in and for said
County and State
Ruth Leiser

STATE OF IOWA)
COUNTY OF UNION)
SS:)



On this 8th day of September, 1998, before me, a Notary Public in and for Union County, personally appeared Mark R. Pearson and Eden F. Pearson 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.

STATE OF IOWA)
COUNTY OF MADISON)
SS:)

Notary Public in and for said
County and State
Eden F. Pearson