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FILED NO. 3582
BOOK 206 PAGE 533
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Prepared by: Ruth Leiser The First National Bank in Creston (515) 782-2195

MICHELLE UTSLER
RECORDER

FIRST MODIFICATION OF NOTE AND MORTGAGE #1014 MADISON COUNTY, IOWA

THIS FIRST MODIFICATION of Note and Mortgage Agreement made February 26, 1999, and between Jerald M. Boyle and Ava Lea Boyle (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 January 23, 1996, which mortgage originally secured payment of a loan in the amount of \$83,700.00 plus interest at the rate of 8.00% per annum, maturing on March 1, 1999, as evidenced by a Note of the same date executed by Borrower.
- B. The mortgage is recorded in the office of the Recorder of Union County, Iowa, in Book 587 of Mortgages on Page(s) 149-155 and Madison County, Iowa, in Book 180 of Morggages on Page(s) 318 and is of real estate situated in Union and Madison Counties, described as follows:

See Attached for Legal Description
- 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 \$79,700.00 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:

\$79,700.00 plus any accrued interest on December 15, 1999.
- 3. RATE: The interest rate provided in the Note is hereby modified to be 8.00%.
- 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 Anderson, Exec. VP

Jerald M. Boyle
Jerald M. Boyle

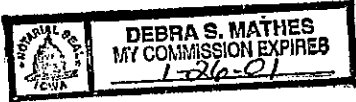
By Steve Crittenden
Steve Crittenden, Senior VP

Ava Lea Boyle
Ava Lea Boyle

RELEASED 09-14-01 SEE RECORD 200 PAGE 4114

STATE OF IOWA)
) SS:
COUNTY OF UNION)

On this 26th day of February, 1999, before me, a Notary Public in and for Union County, personally appeared Jerald M. Boyle and Ava Lea Boyle 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.



Debra S. Mathes
Notary Public in and for said
County and State

STATE OF IOWA)
) SS:
COUNTY OF UNION)

On this 26th day of February, 1999, before me, a Notary Public in and for Union County, personally appeared Richard C. Anderson and Steve Crittenden to me personally known who being by me duly sworn did say that they are the Executive Vice President and Senior Vice 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.



Debra S. Mathes
Notary Public in and for said
County and State

1st Nat'l Bank in Creston
101 West Adams
Creston Iowa 50801

2080
2-1-96

The southeast quarter (SE 1/4) of Section 25, Township 73 North, Range 28 West of the 5th P.M., in Union County, Iowa, EXCEPT that part of the southwest quarter of the southeast quarter (SW 1/4 SE 1/4) of said Section 25, described as follows: Beginning at the southwest corner of the southeast quarter (SE 1/4) of said Section 25; thence on an assumed bearing of N00 09'06" E along the west line of the southwest quarter of the southeast quarter (SW 1/4 SE 1/4) of said Section 25 a distance of 466.69 feet; thence S89 34'57" E 466.69 feet; thence S00 09'06" W 466.69 feet to the south line of said southwest quarter of the southeast quarter (SW 1/4 SE 1/4); thence N 89 34'57" W along said south line 466.69 feet to the southwest corner of the southeast quarter (SE 1/4) of said Section 25 and the point of beginning, said tract contains 5.00 acres AND the North Half of the Southwest Quarter (N 1/2 SW 1/4) of Section 25, Township 73 North, Range 28 West of the 5th P.M., in Union County, Iowa.

The southeast quarter (SE 1/4) of Section Twenty (20), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M. in Madison County, Iowa.

JERALD M. BOYLE AND AVA BOYLE
Legal Description