

MORTGAGOR:

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MORTGAGOR:

VIRGIL NORMAN SMITH

MARILYN SMITH

MORTGAGOR: VIRGIL NORMAN SMITH

MORTGAGOR: MARILYN SMITH

BY:

PATRICK G REDDING

VICE PRESIDENT

LENDER: BRENTON BANK

SCHEDULE A

4. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. 5. Mortgagor agrees to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

3. The Mortgage is further modified as follows: PARAGRAPH 4 SENTENCE 3: AT NO TIME SHALL THE PRINCIPAL AMOUNT OF THE INDEBTEDNESS SECURED BY THIS MORTGAGE, NOT INCLUDING SUMS ADVANCED IN ACCORDANCE HERewith TO PROTECT THE SECURITY OF THIS MORTGAGE EXCEED \$96,000.00.

2. The parties acknowledge and agree that, as of APRIL 20, 1999, the unpaid principal balance due under the Note was \$60,000.00, and the accrued and unpaid interest on that date was \$0.00. 1. The maturity date of the Note is extended to APRIL 1, 2009, at which time all outstanding sums due to Lender under the Note shall be paid in full.

B. The parties have agreed to modify and extend the maturity date of the Note, and it is necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows: Schedule A below ("Property") and recorded on APRIL 1, 1999 in Volume 207 at Page 397 of the records of the Recorder of MADISON County, Iowa. The Note and Mortgage and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 20TH day of APRIL, 1999, is executed by and between Lender and the parties identified above.	
A. On MARCH 25, 1999, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of SIXTY THOUSAND AND NO/100 (\$60,000.00), which Note was secured by a mortgage ("Mortgage") executed by Grantor/Mortgagor ("Mortgagor") for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded on APRIL 1, 1999 in Volume 207 at Page 397 of the records of the Recorder of MADISON County, Iowa. The Note and Mortgage and any other related documents are hereafter cumulatively referred to as the "Loan Documents".	
B. The parties have agreed to modify and extend the maturity date of the Note, and it is necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:	
1. The maturity date of the Note is extended to APRIL 1, 2009, at which time all outstanding sums due to Lender under the Note shall be paid in full.	2. The parties acknowledge and agree that, as of APRIL 20, 1999, the unpaid principal balance due under the Note was \$60,000.00, and the accrued and unpaid interest on that date was \$0.00.
3. The Mortgage is further modified as follows: PARAGRAPH 4 SENTENCE 3: AT NO TIME SHALL THE PRINCIPAL AMOUNT OF THE INDEBTEDNESS SECURED BY THIS MORTGAGE, NOT INCLUDING SUMS ADVANCED IN ACCORDANCE HERewith TO PROTECT THE SECURITY OF THIS MORTGAGE EXCEED \$96,000.00.	
4. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. 5. Mortgagor agrees to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.	

400 LOCUST STE 200, PO BOX 891  
DES MOINES, IA 50304  
(515) 237-5100  
BRENTON BANK (Lender)

MODIFICATION AND EXTENSION OF MORTGAGE

Document Prepared by: SHERRY ROUSE, 6800 LAKE DRIVE, SUITE 250, WEST DES MOINES, IOWA 50319, (515) 237-5100  
MICHILLE UTSLER, RECORDER, MADISON COUNTY IOWA

FILED NO. 4303  
BOOK 208 PAGE 11  
99 APR 23 PM 12:35

REC \$ 10.00  
AUD \$ 1.00  
R.M.F. \$ 1.00  
COMPUTER RECORDED  
COMPARED

STATE OF Iowa )  
COUNTY OF Warrick ) SS:

On this 20th day of April 20, 1999, before me, the undersigned, a Notary Public in and for said county and state, personally appeared

Norman Smith & Marilyn Smith,  
to me personally known to be the identical person(s) named in and who executed the within and foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.

Patricia J. J. J., Notary Public  
in and for said County and State

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_

to me personally known to be the identical person(s) named in and who executed the within and foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.

\_\_\_\_\_, Notary Public  
in and for said County and State

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_

to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_

respectively, of said corporation executing the within and foregoing instrument, that (no seal has been procured by the said) (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 \_\_\_\_\_ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

\_\_\_\_\_, Notary Public  
in and for said County and State

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_

to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_

respectively, of said corporation executing the within and foregoing instrument, that (no seal has been procured by the said) (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 \_\_\_\_\_ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

\_\_\_\_\_, Notary Public  
in and for said County and State

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_

to me personally known, who being by me duly sworn, did say that the person is one of the partners of \_\_\_\_\_, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

\_\_\_\_\_, Notary Public  
in and for said County and State

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_

to me personally known, who being by me duly sworn, did say that the person is one of the partners of \_\_\_\_\_, a partnership, and that the instrument was signed on behalf of the partnership

by authority of the partners and the partner \_\_\_\_\_-ship  
by it and by the partner voluntarily executed

- |                    |  |
|--------------------|--|
| Legal Descriptions | -----  |
| 1                  | 27-74-26, S 1/2 NW 1/4 EXCEPT TRACT            |
| 2                  | 20-74-26, SE 1/4 SE 1/4                        |
| 3                  | 28-74-26, NW 1/4 EXCEPT TRACT                  |
| 4                  | 29-74-26, S 1/2 NE 1/4, NE 1/4 NE 1/4 & NE 1/4 |

E. Benton Bk  
90 9189  
DM 50301-9931

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4-1-99