

FILED NO. 5326

BOOK 209 PAGE 880

99 JUN 28 PM 12:28

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER
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REC \$ 12.00
AUD \$
R.M.F. \$ 1.00

Document Prepared by: MERCANTILE BANK - EUGENE TURNER, 431 E Locust, Des Moines, IA 50309, 515-248-7700

Mercantile Bank Midwest
431 East Locust
Des Moines, IA 50309
515-248-7700 (Lender)

MODIFICATION AND EXTENSION OF MORTGAGE

BORROWER		MORTGAGOR	
STACY M. SOPER KARLA J. SOPER		STACY M. SOPER, HUSBAND AND KARLA J. SOPER, WIFE	
ADDRESS		ADDRESS	
2576 120TH STREET VAN METER, IA 50261		2576 120TH STREET VAN METER, IA 50261	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
515-996-2886		515-996-2886	
ADDRESS OF REAL PROPERTY: 2392 148TH STREET VAN METER, IA 50261			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 22ND day of JUNE, 1999, is executed by and between Lender and the parties identified above.

A. On NOVEMBER 18, 1998, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of ONE HUNDRED SIXTY THOUSAND AND NO/100 (\$ 160,000.00), which Note was secured by a mortgage ("Mortgage") dated NOVEMBER 18, 1998 executed by Grantor/Mortgagor ("Mortgagor") for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded on NOVEMBER 24, 1998 as Instrument No. 2148, or in Volume 203 at Page 775 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:

- The maturity date of the Note is extended to SEPTEMBER 1, 1999, at which time all outstanding sums due to Lender under the Note shall be paid in full.
- The parties acknowledge and agree that, as of JUNE 22, 1999, the unpaid principal balance due under the Note was \$ 190,000.00, and the accrued and unpaid interest on that date was \$ 774.32.
- The Mortgage is further modified as follows:

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.

SCHEDULE A

PARCEL "A", LOCATED IN THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 3, PAGE 120 ON SEPTEMBER 10, 1997, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA.

LENDER: Mercantile Bank Midwest

By: Eugene Turner
EUGENE TURNER
ASSISTANT VICE PRESIDENT

MORTGAGOR: KARLA J. SOPER

Karla J. Soper
KARLA J. SOPER

MORTGAGOR: STACY M. SOPER

Stacy M. Soper
STACY M. SOPER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

11-24-98
2148

In and for said County and State
_____, Notary Public

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.

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

STATE OF _____
COUNTY OF _____
SS: _____

In and for said County and State
_____, Notary Public

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.

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

STATE OF _____
COUNTY OF _____
SS: _____

In and for said County and State
_____, Notary Public

respectively, of said corporation executing the within and foregoing instrument; that said instrument was signed 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.

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

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

STATE OF _____
COUNTY OF _____
SS: _____

In and for said County and State
_____, Notary Public

respectively, of said corporation executing the within and foregoing instrument; that said instrument was signed 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.

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

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

STATE OF _____
COUNTY OF _____
SS: _____

In and for said County and State
_____, Notary Public

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.

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

STATE OF _____
COUNTY OF _____
SS: _____

In and for said County and State
_____, Notary Public



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.

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

STATE OF _____
COUNTY OF _____
SS: _____

On this 24th day of June, 1999, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____ and _____, wife of _____, and _____, husband of _____.

In and for said County and State
_____, Notary Public

Town
Date