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BOOK 137 PAGE 252

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REC 5/10

AMOUNT 100

R.M.F. 100

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Prepared by: Sandra Chaplin, Homelnd Bank, PO Box 279, Indianola, IA 50125

HOMELAND BANK

MODIFICATION OF REAL ESTATE CONTRACT

REAL ESTATE CONTRACT Modification Agreement made February 11, 19 97, by and between Timothy E. Weil (herein "Borrower") and Homelnd Bank, Indianola, Iowa (herein "Lender").

R E C I T A L S:

A. Borrower is the Vendee or an Obligor and Lendor is the Vendor of a real estate contract dated May 27, 19 87, which contract originally secured payment of a loan in the amount of \$38,500.00 plus interest at the rate of 10 % per annum as evidenced by a Real Estate Contract dated May 27, 19 87 executed by Borrower.

B. The real estate contract is recorded in the office of the Recorder of Madison County, Iowa in Book 123 of Mortgages at Page/Document number 228 and is on real estate situated in Madison County, described as follows:

THE SOUTH 1/4 OF THE SW 1/4 OF SECTION 10, TOWNSHIP 74N, RANGE 26W OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPT BEGINNING AT THE NW CORNER OF THE SAID SOUTH 1/4 OF THE SW 1/4, THENCE EAST 33 FEET; THENCE SOUTH 75 FEET; THENCE EAST 25 FEET; THENCE NORTH 75 FEET; THENCE EAST 383 FEET; THENCE SOUTH 353 FEET; THENCE WEST 415.0 FEET; THENCE NORTH 357.0 FEET TO THE POINT OF BEGINNING, SUBJECT TO ROAD EASEMENT ALONG THE WEST SIDE THEREOF AND SUBJECT TO PIPELINE EASEMENT AND CONTAINING 3.34 ACRES, MORE OR LESS.

C. Borrower and Lender desire that the Real Estate Contract 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 Real Estate Contract the principal balance of \$ 18,500.00 plus accrued interest.

2. PAYMENT SCHEDULE: The payment schedule provided in said Contract is hereby modified so that payments of principal and interest shall be made as follows:

1 principal payment of \$ 18,500.00 plus interest due March 1, 19 98. Option to pay additional amount at any time without penalty.

3. RATE: The interest rate provided in the Contract is to be 10 % per annum.

DISCLOSURE STATEMENT	
Amount Extended	\$ _____
FINANCE CHARGE	\$ _____
Total of Payments	\$ _____
ANNUAL PERCENTAGE RATE	___ %

4. OTHER MODIFICATIONS:

5. WARRANTY: Borrower covenants and warrants that the said contract is a first lien upon the real estate described above.

6. NO OTHER MODIFICATION: Except as provided above, the said Real Estate Contract and all provisions thereof shall remain unaffected and unchanged by this agreement and all terms, conditions, and provisions of said Real Estate Contract not modified are hereby satisfied 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, and acknowledge receipt of the Disclosure Statement,

Date February 11, 1997

Timothy E. Weil

HOMELAND BANK

by:

Kevin G. Lynch, Ag/Commercial Loan Officer

by:

Lorena M. Bollin, Asst. Vice President

STATE OF IOWA:
COUNTY OF WARREN: SS:

On this 11th day of February, 19 97, before me, a Notary Public in and for the State of Iowa personally appeared Timothy E. Weil known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that (he/she/they) executed the same as (his/her/their) voluntary act and deed.

Kevin G. Lynch
Notary Public in and for said County & State
Kevin G. Lynch

ACKNOWLEDGEMENT



STATE OF IOWA:

COUNTY OF WARREN: SS:

On this 11th day of February, 19 97, before me, a Notary Public, personally appeared Kevin G. Lynch and Lorena M. Bollin to me personally known, who being duly sworn did say that they are Ag/Commercial Loan Officer and Asst. Vice President respectively of said corporation, that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said Kevin G. Lynch and Lorena M. Bollin acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Paulette J. Glascock
Notary Public in the State of Iowa
Paulette J. Glascock

