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MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA 50309

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

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

### MODIFICATION AND EXTENSION OF MORTGAGE

<b>BORROWER</b>		<b>MORTGAGOR</b>	
DAVID BERNAL TINA J. BERNAL		DAVID BERNAL, HUSBAND AND TINA J. BERNAL, WIFE	
<b>ADDRESS</b>		<b>ADDRESS</b>	
4310 SE 8TH DES MOINES, IA 50315		4310 SE 8TH DES MOINES, IA 50315	
<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>	<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>
515-287-3033	██████████	515-287-3033	██████████
<b>ADDRESS OF REAL PROPERTY: RR</b> WINTERSSET, IA 50273			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 5TH day of JANUARY, 1998, is executed by and between Lender and the parties identified above.

A. On SEPTEMBER 18, 1997, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of EIGHTY THOUSAND AND NO/100 (\$ 80,000.00), which Note was secured by a mortgage ("Mortgage") dated SEPTEMBER 18, 1997 executed by Grantor/Mortgagor ("Mortgagor") for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded on SEPTEMBER 19, 1997 in Volume 192 at Page 694 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 MARCH 1, 1998, 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 JANUARY 5, 1998, the unpaid principal balance due under the Note was \$ 90,000.00, and the accrued and unpaid interest on that date was \$ 1,185.98.
3. 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

SEE ATTACHED EXHIBIT " A "

LENDER: Mercantile Bank of Western Iowa

By: Eugene Turner  
EUGENE TURNER  
LOAN OFFICER

MORTGAGOR: TINA J. BERNAL

Tina Bernal  
TINA J. BERNAL

MORTGAGOR: DAVID BERNAL

David Bernal  
DAVID BERNAL

MORTGAGOR: \_\_\_\_\_

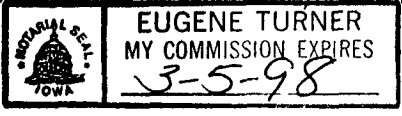
MORTGAGOR: \_\_\_\_\_

MORTGAGOR: \_\_\_\_\_

STATE OF IOWA )  
COUNTY OF DOLK ) SS:

On this 5th day of JANUARY 1998, before me, the undersigned, a Notary Public in and for said county and state, personally appeared DAVID BERNAL AND TINA J. BERNAL, HUSBAND AND WIFE

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.



Eugene Turner  
EUGENE TURNER, 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 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

## EXHIBIT "A"

Parcel "B" which is the West Half ( $\frac{1}{2}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Fourteen (14), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Southwest corner of the Northeast Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Fourteen (14), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; thence North  $0^{\circ}31'19''$  East along the West line of the Northeast Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Fourteen (14), 1322.60 feet to the Northwest corner of the Northeast Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Fourteen (14); thence North  $89^{\circ}40'15''$  East along the North line of the Northeast Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Fourteen (14), 656.17 feet; thence South  $0^{\circ}25'28''$  West, 1322.05 feet to a point on the South line of the Northeast Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Fourteen (14); thence South  $89^{\circ}37'31''$  West along the South line of the Northeast Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Fourteen (14), 658.43 feet to the Point of Beginning. Said Parcel contains 19.951 acres, including 0.473 acres of County Road right-of-way,