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MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

2000 SEP 29 AM 11: 37

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	RECORDER
BORROWER LEAKADIA ROKITNICKI	MORTGAGOR MADISON COUNTY, 10WA
ERAZM ROKITNICKI	ERAZM ROKITNICKI, HUSBAND
ADDRESS 2369 BEVINGTON PARK ROAD	ADDRESS 2369 BEVINGTON PARK ROAD
ST. CHARLES, IA 50240	ST. CHARLES, IA 50240
TELEPHONE NO. IDENTIFICATION NO.	TELEPHONE NO. IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 2369 BEVINGTON P	
ST. CHARLES, IA	50240
THIS MODIFICATION AND EXTENSION OF PROMISSO	ORY NOTE/MORTGAGE, dated the 7th day of September, 2000
is executed by and between the parties identified above and	BANKERS TRUST COMPANY, N.A., 665 LOCUST, P.O. BOX
897, DES MOINES, IA 50304-0897	("Lender").
A. On October 12, 1998 , Le	nder made a loan ("Loan") to Borrower evidenced by Borrower's promissory note o
agreement ("Note") payable to Lender in the original principal	amount of Fifty Thousand and no/100
	Dollars (\$ <u>50,000.00</u>)
which Note is secured by a mortgage ("Mortgage") dated	October 12, 1998 , executed by Mortgagor for the benefit o
Lender and encumbering the real property described on Sch	nedule A ("Property"), and recorded on November 12, 1998 as instrument No
, or in Volume 203 at P	age 499 in the records of the Recorder of MADISON
	ote and Mortgage and any other related documents are hereafter cumulatively referred to
as the "Loan Documents."	
D. The Nicke and Markons are beach, and different or fallows.	
B. The Note and Mortgage are hereby modified as follows:	
1. TERMS OF REPAYMENT.	
	tember 12, 2005 , at which time all outstanding sums
due to Lender under the Note shall be paid in full, and the	ne Mortgage is modified accordingly. The parties acknowledge and agree that, as of
September 07, 2000 , the unpaid principa	I balance due under the Note was \$ 48,098.99 , and the accrued
and unpaid interest on that date was \$ 0.00	. The new repayment terms are as follows:
•	
2. ADDITIONAL MODIFICATIONS.	
X The Note and Mortgage are further modified as follows	x
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Inone Title C	711 -
increase Line of Cre	dit Amount to \$100,000.00

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C. Additional Representations, Warranties and Agreements.

Mortgagor represents and warrants that Mortgagor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. 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. Borrower and Mortgagor agree 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.

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SCHEDULE A

The following described real property located in the County of MADISON

__, State of **Iowa**

A TRACT OF LAND BEGINNING 1,149.4 FEET NORTH AND 75.76 FEET WEST OF THE SOUTHEAST CORNER OF SECTION ELEVEN (11), TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH PM, MADISON COUNTY, IOWA THENCE SOUTH 85 WEST, ALONG THE NORTH LINE OF THE SOUTH 35 ACRES OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION, 584.24 FEET, THENCE NORTH 825 FEET, THENCE NORTH 47 EAST, 798.2 FEET TO THE WEST LINE OF SAID COUNTY ROAD, THENCE SOUTHERLY ALONG SAID WEST LINE OF SAID COUNTY ROAD 1,314.15 FEET TO THE POINT OF BEGINNING, AND CONTAINING 14 ACES, MORE OR LESS IN MADISON COUNTY, IOWA.

SCHEDULE B

Page 2 of 3 _____

MORTGAGORLEAKADIA ROKITNICKI	MORTGAGOR: ERAZM BOKITNICKI
Levliadin Rolikal	Erasa (Volate)
LEAKADIA ROKITNICKI	ERAZM ROKITNICKI
MORTGAGOR:	MORTGAGOR:
MORTGAGOR:	MORTGAGOR
MORTGAGOR:	MORTGAGOR:
BORROWER: LEAKADIA ROKITNICKI	BORROWER: ERAZM ROKITNICKI
La l' Palilan	
LEAVADTA ROKTTNICKI	ERAZM ROKITNICKI
BORROWER:	BORROWER:
BOILLOWELL.	50111011211
	-
BORROWER:	BORROWER:
BORROWER:	BORROWER:
	LENDER: BANKERS TRUST COMPANY, N.A.
	By: Dan Arene
	LISA J. DREYER // OVICE PRESIDENT
STATE OF JOUA)	
COUNTY OF POLIC) SS:	
On this M day of Statember 2000, before	ore me, the undersigned, a Notary Public in and for said county and state
personally appeared Leakaclia & Erazm Rokritzio	ore me, the undersigned, a Notary Public in and for said county and state
	who executed the within and foregoing instrument, and acknowledged tha
he/she executed the same as his/her voluntary act and deed.	LISA J. DREYER
	MY COMMISSION EXPIRES () W
STATE OF)	and for said County and State
STATE OF	a and for said County and State
On this , befo	ore 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 th	ey are the
	note upon to the tracid in a trump of true of an expect of a sid and a side of a side
	strument; that said instrument was signed on behalf of said corporation by as such officers acknowledged the execution
of said instrument to be the voluntary act and deed of said corporatio	n by it and by them voluntarily executed.
_	
	, Notary Public and for said County and State
STATE OF) SS: COUNTY OF)	and for said County and State
	ore me, the undersigned is Noteen Dublis is and for said assets a sixty
on this day or, beropersonally appeared	ore me, the undersigned, a Notary Public in and for said county and state
to me personally known, who being by me duly sworn, did say that th	e person is one of the partners of
by authority of the partners and the partner acknowledged the execu	ition of the instrument to be the voluntary act and deed of the partnership
by it and by the partner voluntarily executed.	

in and for said County and State
MTG RECORD 221

__, Notary Public