

Prepared by: Ruth Leiser *✓* The First National Bank in Creston (515) 782-2195
101 W. ADAMS 50801

FIRST MODIFICATION OF NOTE AND MORTGAGE #3559

THIS FIRST MODIFICATION of Note and Mortgage Agreement made April 11, 1998, and between Martin W. Shady and Kim J. Shady (herein "Borrower") and the FIRST NATIONAL BANK IN CRESTON, Creston, Iowa (herein "Lender").

RECITALS:

- A. Borrower is the Mortgagor or an Obligor and Lender is the Mortgagee of a mortgage dated April 8, 1993, which mortgage originally secured payment of a loan in the amount of \$15,000.00 plus interest at the rate of 9.5% per annum, maturing on April 18, 1998, as evidenced by a Note of the same date executed by Borrower.
- B. The mortgage is recorded in the office of the Recorder of Madison County, Iowa, in Book 165 of Mortgages on Page(s) 611 and is of real estate situated in Madison County, described as follows:

 Lots Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Sixty-four (64), Sixty-five (65), Sixty-six (66), Sixty-seven (67), Sixty-eight (68), and sixty-nine (69) of the original town of Macksburg, Madison County, Iowa.

 Lot one (1) of Barker's First Addition to the Town of Macksburg, Madison County, Iowa.
- C. Borrower and Lender desire that the Mortgage and Note 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 Mortgage and Note the principal balance of \$13,494.22 plus accrued interest.
- 2. PAYMENT SCHEDULE: The payment schedule provided in said Note is hereby modified so that payments of principal and interest shall be made as follows:

 \$140.25 on May 18, 1998, and a like amount on the same day of each month thereafter until April 18, 2003, when the entire sum of unpaid principal and interest shall be paid in full.
- 3. RATE: The interest rate provided in the Note is hereby modified to be 9.50%.
- 4. OTHER MODIFICATIONS: None.
- 5. WARRANTY: Borrower covenants and warrants that the said Mortgage is a first lien upon the real estate described above.
- 6. NO OTHER MODIFICATION: Except as provided above, the said Mortgage and Note and all provisions thereof shall remain unaffected and unchanged by this Agreement and all terms, conditions and provisions of said Note and Mortgage not modified are hereby ratified 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.

THE FIRST NATIONAL BANK IN CRESTON

By *Jerry McAnisra* Assistant VP

By *Richard C. Anderson* Senior VP

Martin W. Shady
 Martin W. Shady

Kim J. Shady
 Kim J. Shady

STATE OF IOWA)
) SS:
COUNTY OF UNION)

On this 11th day of April, 1998, before me, a Notary Public in and for Union County, personally appeared Martin W. Shady and Kim J. Shady known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Ruth Leiser

Notary Public in and for said
County and State

STATE OF IOWA)
) SS:
COUNTY OF UNION)

On this 11th day of April, 1998, before me, a Notary Public in and for Union County, personally appeared Jerry McIntire and Richard C. Anderson to me personally known who being by me duly sworn did say that they are the Assistant Vice President and Senior Vice President, respectively, of said corporation; that the seal affixed to said instrument is the seal of said corporation and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said execution of said instrument to be the voluntary act and deed of said corporation by them voluntarily executed.



Ruth Leiser

Notary Public in and for said
County and State