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 COMPARED  MICHELLE UTSLER  
 RECORDER  
 MADISON COUNTY, IOWA

Document Prepared by DeB Mccalley, 6800 LAKE DRIVE, SUITE 250, WEST DES MOINES, IA 50266, 515-237-5322

BRENTON BANK  
 400 LOCUST STE 200, PO BOX 891  
 DES MOINES, IA 50304  
 (515) 237-5100 (Lender)

**MODIFICATION AND EXTENSION OF MORTGAGE**

<b>BORROWER</b>		<b>MORTGAGOR</b>	
KENNETH L CONARD d/b/a CONARD CONSTRUCTION COMPANY		KENNETH L CONARD, A MARRIED PERSON	
<b>ADDRESS</b>		<b>ADDRESS</b>	
314 N JOHN WAYNE DR WINTERSET, IA 50273		314 N JOHN WAYNE DR WINTERSET, IA 50273	
<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>	<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>
	DM		DM
<b>ADDRESS OF REAL PROPERTY:</b> 314 N JOHN WAYNE DR WINTERSET, IA 50273			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 28TH day of JUNE, 1999, is executed by and between Lender and the parties identified above.

A. On JUNE 23, 1998, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of SIXTY THOUSAND AND NO/100 (\$ 60,000.00), which Note was secured by a mortgage ("Mortgage") dated JUNE 23, 1998 executed by Grantor/Mortgagor ("Mortgagor") for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded on JUNE 24, 1998 in Volume 199 at Page 798 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 JUNE 15, 2000, 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 28, 1999, the unpaid principal balance due under the Note was \$ 80,000.00, and the accrued and unpaid interest on that date was \$ 0.00.
- The Mortgage is further modified as follows:  
**PARAGRAPH 4, SENTENCE 3: AT NO TIME SHALL THE PRINCIPAL AMOUNT OF THE INDEBTEDNESS SECURED BY THIS MORTGAGE, NOT INCLUDING SUMS ADVANCED IN ACCORDANCE HERewith TO PROTECT THE SECURITY OF THIS MORTGAGE EXCEED \$80,000.00**
- 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.
- 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**

MORTGAGOR: KENNETH L CONARD

Kenneth L Conard  
 KENNETH L CONARD

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

LENDER: BRENTON BANK

By: Tim Harms  
 TIM HARMS  
 BUSINESS BANKING OFFICER  
 MORTGAGOR: CAROL A CONARD

Carol A Conard  
 CAROL A CONARD

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF Iowa }  
COUNTY OF Madison } SS:

On this 28 day of June, 1999, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Kenneth L. Conard and Carol A Conard

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.

Tim J. Harns Expires 4-28-02  
\_\_\_\_\_, 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 Iowa }  
COUNTY OF Madison } SS:

On this 28th day of June 1999, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Tim J Harns

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

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 Tim J Harns 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.



Diane Ingley  
\_\_\_\_\_, 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

Winters set  
original town,  
Paul Koto 1st & 2nd Sts to 3rd, Box 4 5445  
6-24-98