

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Prepared by and return to: Julia Rasmussen  
Community State Bank  
817 N. Ankeny Blvd.  
Ankeny, Ia 50021  
515-965-9400

REC \$ 5<sup>00</sup>  
AUD \$         
R.M.F. \$       

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**MORTGAGE MODIFICATION AND EXTENSION AGREEMENT**

WHEREAS, Richard Mutchler and Martha Mutchler, as husband wife are identified as "Mortgagor" and Community State Bank, and/or assigns, is identified as "Mortgagee" pursuant to that certain mortgage dated 05/08/98 and filed 05/15/98, in Book 198 Page 520 in the office of the ~~Polk~~ Madison County Recorder, ~~Iowa~~ ~~Iowa~~

WHEREAS, Mortgagor and Mortgagee mutually desire to change the terms and/or conditions of the original mortgage and credit agreement date 05/08/98.

**NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:**

1) In consideration of the foregoing agreement of Mortgagor and Mortgagee, it is agreed by the parties hereto that said mortgage and credit agreement, are hereby modified and amended to provide that this agreement covers a revolving line of credit for the principal balance of \$50,000.00 which will be the "Credit Line" under this agreement. Mortgagor may borrow against the Credit Line, repay any portion of the amount borrowed, and re-borrow up to the amount of the Credit Line. The "Credit Limit" is the maximum amount Mortgagor may have outstanding at any one time. Mortgagor agrees not to attempt, request, or obtain a credit advance that will make the Credit Line account balance exceed the Credit Limit. The Credit Line will not be increased should Mortgagor overdraw the Credit Line account. If Mortgagor exceeds the Credit Limit, Mortgagor agrees to repay immediately the amount by which the Credit Line account exceeds the Credit Limit. Any credit advances in excess of the Credit Limit will not be secured by the Mortgage covering the secured real estate.

2) The "Regular Payment" will equal the amount of your accrued FINANCE CHARGES. You will make 59 of these payments. Said payments shall be billed the 5<sup>th</sup> of each month and payable on the 20<sup>th</sup> of each month beginning June 20, 2001. Mortgagor will then be required to pay the entire balance owing in a single balloon payment when the credit agreement reaches the maturity date of June 20, 2006.

3) Except as contained herein, all other terms and conditions of the original credit agreement and mortgage remain the same.

Dated this 16th day of May 2001, at Ankeny, Ia.

**COMMUNITY STATE BANK**

By: Terry McGee  
Terry McGee, Loan Officer

Richard Mutchler  
Richard Mutchler

Martha Mutchler  
Martha Mutchler

STATE OF IOWA )  
COUNTY OF POLK )

On this 16th day of May, 2001, before me, a Notary Public in the State of Iowa, personally appeared Richard Mutchler and Martha Mutchler, personally known to the person(s) named in and who executed the foregoing instrument and acknowledge that they executed the same as their voluntary act and deed.

My Commission Expires:

Laura Nunez  
Notary in and for Polk County Iowa

