MODIFICATION AGREEMENT

| s agreement made and entered into by and between Richard R. Tyer and Shirley Raye Tyer of the County Madison and State of Iowa, present owner the premises described in the mortgage hereinafter mentioned, party of the first part, and Union State Bank, Wintrset, Madison County, Iowa, party of the second part; |
|--|
| REAS, Richard R. Tyer and Shirley Raye Tyer cute and deliver unto Union State Bank, Winterset, Iowa, a certain mortgage and note therein forth, said note and mortgage bearing date the 16th day of November ,1971 , lch mortgage was recorded in Mortgage Record Book 117 , on Page 466 , of the records of County Recorder of Madison County, Iowa, to secure the payment of said note of the l1 amount of Thirteen Thousand and 00/100(\$13,000.00) Dollars and Interset:and EREAS, Richard R. Tyer, a single person is the present owner of a property described in said mortgage, and the Union State Bank, Winterset, Iowa, the present Ider and owner of said note and mortgage, have this day agreed to modify the time of payment the balance due of the principal sum of said note secured by said mortgage: |
| W, THEREFORE, by mutual agreement, it is hereby agreed that the principal sum now fully and stly unpaid on the note being secured by said mortgage is Eight Thousand One Hundred Ninety six and 57/100(\$8,196.57) Dollars and that as a term and condition of is modifications said note is to continue to draw interest at the rate of 11½% reent per annum from November 1, 1986 , and it is further agreed that the remaining lance of said note in the amount of Eight Thousand One Hundred Ninety Six and 57/100(\$8,196.57) Dollars should be payable in the following manner; \$116.00 on December 1, 1986, and each month until November 1, 1996 when the balance will be due. On November 1, 1989, and each third year thereafter the interest rate will be adjusted to the rate then charged by Union State Bank for loans secured by first real estate mortgages and the payment adjusted accordingly. |
| is also mutually agreed that all the terms, conditions and stipulations in said note and mortgage contained and set forth are and shall continue in full force and effect excepting only as modified by the foregoing agreement. Igned this 2nd6 day of January 19 87 FILED NO 147PAGE 211 1987 JAN -6 PM 2:30 MARY E. WELTY RECORDER MADISON COUNTY. IOWA Fee \$5.00 MARY E. WELTY RECORDER MADISON COUNTY. IOWA Fee \$5.00 |
| In this 2nd day of January ,19 87 , before the undersigned, a Notary Public in md for County of Madison and State of Iowa, came Richard R. Tyer to me personally known to be the identical person whose name is subscribed to the foregoing instrument as maker thereof and acknowledge and execution of the same to be his voluntary act and deed. |
| State of Iowa: And I of Iowa: |
| On this 2nd day of January ,19 87 , before me appeared D. A. Bolton to me personally know, who being by me sworn, did say that he is the Executive Vice President of the Union State Bank, Winterset, Iowa, and that the seal affixed to said instrument is the corporate 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 the said D. A. Bolton acknowledge said instrument to be the voluntary act and deed of said Corporation. |
| Witness my hand and Notarial Seal the date last above written. |

MTG. RECORD 147

211