

MODIFICATION AGREEMENT

This agreement made and entered into by and between Gary L. Dwyer and Patricia A. Dwyer of the County Madison and State of Iowa, present owner of the premises described in the mortgage hereinafter mentioned, party of the first part, and the Union State Bank, Winterset, Madison County, Iowa, party of the second part;

WHEREAS, Gary L. Dwyer and Patricia A. Dwyer, husband and wife, did execute and deliver unto Union State Bank, Winterset, Iowa, a certain mortgage and note therein set forth, said note and mortgage bearing date the 27th day of May, 19 87, which mortgage was recorded in Mortgage Record Book 126, on Page 312, of the records of the County Recorder of Madison County, Iowa, to secure the payment of said note of the full amount of Twenty Two Thousand and 00/100-(\$22,000.00)----- Dollars and Interest and

WHEREAS, Gary L. Dwyer and Patricia A. Dwyer, husband and wife is the present owner of the property described in said mortgage, and the Union State Bank, Winterset, Iowa, the present holder and owner of said note and mortgage, have this day agreed to modify the time of payment of the balance due of the principal sum of said note secured by said mortgage:

NOW, THEREFORE, by mutual agreement, it is hereby agreed that the principal sum now fully and justly unpaid on the note being secured by said mortgage is Eighteen Thousand Two Hundred Eighty Nine and 17/100-(\$18,289.17)---- Dollars and that as a term and condition of this modifications said note is to continue to draw interest at the rate of 10 1/2 percent per annum from June 1, 1987, and it is further agreed that the remaining balance of said note in the amount of Eighteen Thousand Two Hundred Eighty-Nine and 17/100----(\$18,289.17)----- Dollars should be payable in the following manner;

\$203.00 on July 1, 1987, and each month thereafter until June 1, 2002, when the balance will be due. On June 1, 1990, and each third year thereafter the interest rate shall be adjusted to the rate then charged by Union State Bank for loans secured by first real estate mortgages.

It 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.

signed, this 15th day of June 19 87.

Gary L. Dwyer
Patricia A. Dwyer
UNION STATE BANK, Winterset, Iowa
By D. A. Bolton, Exec. Vice Pres.

2546
FILED NO.
BOOK 148 PAGE 331
1987 JUN 15 PM 3:09
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

IND. REC. PAGE

State of Iowa:
Madison County: Fee \$5.00

In this 15th day of June, 19 87, before the undersigned, a Notary Public in and for County of Madison and State of Iowa, came Gary L. Dwyer and Patricia A. Dwyer 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 their voluntary act and deed.

JEANNIE M. UTSLER
MY COMMISSION EXPIRES
8-30-89

Jeannie M. Utsler

State of Iowa:
Madison County:

In this 15th day of June, 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 Cororation.

Witness my hand and Notarial Seal the date last above written.

JEANNIE M. UTSLER
MY COMMISSION EXPIRES
8-30-89

Jeannie M. Utsler
Notary Public in and for Madison,
County, Iowa.