Mortgage Record 132, page 103

Loan Modification Agreement Loan No ..

WHEREAS

. FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CRESTON 301 N. PINE / CRESTON, IOWA 50801

Compared FILED NO. 55 BOOK 149 PAGE

loaned Mark William Tunell and Barbara Jo Tunell Fee \$5.00 SEP 29 AM 9:30

4297

the sum of ---THIRTY-ONE THOUSAND AND NO/100-----

Dollars

MARY E. WELTY RECORDER MADISON COUNTY, IOWA

(\$ 31,000.00), as evidenced by a note and mortgage executed and delivered on August 24, 1979 which mortgage is duly recorded in the public records in the Jurisdiction where the mortgaged property is located, which note and mortgage are hereby incorporated herein as a part of this instrument, and

WHEREAS, the undersigned, owner of said premises, has found it necessary and does hereby request a modification of the terms of said loan, for the following reasons:

As consideration for lowering the interest rate the terms of said loan for the following reasons:* As consideration for lowering the interest rate from 11.0% to 9.50% this loan will be modified to a I year adjustable rate mortgage based upon a new index. A change in the interest rate, index and monthly payment will begin September !, 1987 and on the first day of September each year thereafter until paid in full. Said adjustment will be based upon the weekly average yield on the U.S. Treasury securities adjusted to a constant maturity of I year, as made available by the Federal Reserve Board plus a margin at 2.75%. The sum will be the new interest rate. The interest rate will not increase or decrease more than 1.00% per year or 5.00% over the live of the loan.

AND WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding of the matter;

THEREFORE, it is hereby agreed that, as of the date of this Agreement, the unpaid balance of said indebtedness is

--TWENTY-SEVEN THOUSAND NINE HUNDRED FORTY-ONE AND 79/100----Dollars (\$ 27,941.79),

all of which the undersigned promises to pay with interest at

% per annum until paid, and that the

---TWO HUNDRED SEVENTY-SIX AND 56/100-same shall be payable

Dollars (\$ 276.56

per month beginning on the

. 779 × 160-78,

day of September 19 87 , to be applied first to interest,

and balance to principal, plus a sum estimated to be sufficient to discharge taxes and insurance obligations (which estimated sum may be adjusted as necessary) and that in all other respects said mortgage contract shall remain in full force and effect.

SIGE day of Deptember Signed, sealed and delivered this FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CRESTON

Authorized Signature

(SEAL)

100

Vice President Secretary

SCH ATE OF IOWA, Union 2/0t On this state of lowa, personally appeared

September

day of Mark William and Barbara before me a Natary Public in the and

to me personally known to be the person(s) named in and who executed the foregoing inexecuted the same as

My Commission expires:

CORPORATE CERTIFICATE OF ACKNOWLEDGMENT

STATE OF. Union

<u>Burkhalter</u> a Notary Public in and for ..

September Union

personally appeared Gary L. Davis and Marlin

who being by me severally duly sworn did severally say that the said. ... President and the said ... Marlin E. Neisemier

-the-Secretary-Vice President First Federal Savings and Loan 7 OHY SO

President Secretary-Vice President



My Commission Expires