

Peoples TRUST & SAVINGS Bank

MODIFICATION OF NOTE AND MORTGAGE

MORTGAGE Modification Agreement made December 28 19 88 by and between WSCC Partnership

and Peoples Trust and Savings Bank, Indianola, Iowa (herein "Lender").

RECITALS:

A. Borrower is the mortgagor or an Obligor and Lender is the Mortgagee of a mortgage dated 4-7 19 86 which mortgage originally secured payment of a loan in the amount of \$ 30,000.00 plus interest at the rate of 12.75% per annum as evidenced by a Note dated 4-07 86 executed by Borrower.

B. The mortgage is recorded in the office of the Recorder of Madison County, Iowa in Book 145 of Mortgage at Page 216 and is on real estate situated in Madison County, described as follows: See Attached Exhibit "A"

C. Borrower and Lender desire that the Mortgage and Note be modified as herein provided but that all terms not so modified remain unchanged and in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

- 1. AMOUNT DUE: Borrower acknowledges there is as of this date due and owing on the aforesaid Mortgage and Note the principal balance of \$ 25,793.36 plus accrued interest.
2. PAYMENT SCHEDULE: The payment schedule provided in said Note is hereby modified so that payments of principal and interest shall be made as follows: 9 semi-annual payments of \$ 2,515.95 including interest beginning 4-16 19 89 and a like amount on the 10-16 & 4-16 thereafter until this note is paid in full. Any amount which remains unpaid on 10-16 19 93 shall become due and payable. An unpaid balance of approximately \$ 13,333.90 will be due at that time. Option to pay additional amount at any time without penalty.
3. RATE: The interest rate provided in the Note is hereby modified to be 10.5% per annum. Interest is paid to 11-02 1988.

DISCLOSURE STATEMENT

Amount Extended \$ 25,793.36 This loan shall now be a fixed rate loan.
FINANCE CHARGE \$
Total of Payments \$
ANNUAL PERCENTAGE RATE 10.50 %

- 4. OTHER MODIFICATIONS: Final maturity of said mtg. shall now be 10-16-93.
5. WARRANTY: Borrower covenants and warrants that the said mortgage is a first lien upon the real estate described above.
6. NO OTHER MODIFICATION: Except as provided above, the said Mortgage and note and all provisions thereof shall remain unaffected and unchanged by this Agreement and all terms, conditions, and provisions of said Note and mortgage not modified are hereby satisfied and confirmed in all respects, and Borrower promises to pay the aforesaid sum with interest and in the manner stated above.

IN WITNESS WHEREOF, the parties have executed this instrument, and acknowledge receipt of the Disclosure Statement.

Date December 28, 1988
WSCC Partnership
By: Donald Wendi, Partner
Andrew Paul Conner, Partner
STATE OF IOWA: By: Andrew P. Conner, Partner
COUNTY OF WARREN: SS:

PEOPLES TRUST & SAVINGS BANK
by: Nancy K. Onstot, Vice Pres.
Donley D. Granstra, Vice Pres.

On this 28th day of Dec. 19 88, before me, a Notary Public in and for the State of Iowa personally appeared Donald Wendi and Andrew P. Conner known to be the identical person(s) named and who executed the foregoing instrument and acknowledged that (he/she/they) executed the same as (his/her/their) voluntary act and deed.

Nancy K. Onstot
Notary Public in and for said County & State
ACKNOWLEDGEMENT

STATE OF IOWA: COUNTY OF WARREN: SS:
On this 28th day of Dec. 19 88 before me, a Notary Public personally appeared Donley D. Granstra to me personally known, who being duly sworn did say that they are Vice President & Vice President of WSCC Partnership, that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said Donley D. Granstra acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Nancy K. Onstot & Donley D. Granstra
Paulette J. Luse
Notary Public in the State of Iowa

STATE OF IOWA, MADISON COUNTY, SS: Inst No 1505, Book 152, Page 188, Filed for Record this 26 day of January 19 89 at 11:00 AM, Recording Fee 10.00, Recorder: Mary E. Welty, Deputy

EXHIBIT "A"

The West 10 Acres of the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$), and the East Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$), and all that part of the West 60 Rods in width of the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) which lies South of North River, containing 20 Acres; and the North Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of the southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), also known as Lot One (1); and the North Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), also known as Lot Five (5); and the South Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), also known as Lot Eight (8); and the South Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), also known as Lot Four (4), and the South Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), also known as Lot Two (2), and the North Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), also known as Lot Seven (7), and the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), except a 4-acre tract in the Northwest corner thereof; and the Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) all in Section Nine (9), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M.

AND

The North Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), also known as Lot Three (3), and the South Half ($\frac{1}{2}$) of the Northwest Quarter of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), also known as Lot Six (6), and a tract of land described as being Four (4) Acres in the Northwest Corner of the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), and the East Half ($\frac{1}{2}$) of the West Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$); and all that part of the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) lying North of North River; and all that part of the East 20 Rods of said Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) lying South of North River, all in Section Nine (9), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M.