

Peoples TRUST & SAVINGS Bank

MODIFICATION OF NOTE AND MORTGAGE

MORTGAGE Modification Agreement made February 28 1992 by and between Randal Wildin and A. Joyce Wildin, husband and wife, (herein "Borrower") 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 Aug. 30 1990 which mortgage originally secured payment of a loan in the amount of \$ 30,000.00 plus interest at the rate of 11 % per annum as evidenced by a Note dated Aug. 30 1990 executed by Borrower.
- B. The mortgage is recorded in the office of the Recorder of Madison County, Iowa in Book 157 of Mortgages at Page 225 and is on real estate situated in Madison County, described as follows:

SEE SCHEDULE "A" (LEGAL DESCRIPTION) ATTACHED HERETO.

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 \$ 26,000.00 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:
1 ~~monthly~~ ^{annual princ.} payment of \$ 2000.00 beginning March 1 1993 and a like amount on the 1st day of each March thereafter until this note is paid in full. Any amount which remains unpaid on March 1 1997 shall become due and payable. An unpaid balance of approximately \$ 18,000.00 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 9.25 % per annum. Interest is paid to March 1 1992

DISCLOSURE STATEMENT

Amount Extended \$ _____
FINANCE CHARGE \$ _____
 Total of Payments \$ _____
ANNUAL PERCENTAGE RATE _____ %

COMPARED

4. OTHER MODIFICATIONS: MATURITY DATE ON THIS MORTGAGE IS EXTENDED UNTIL MARCH 1, 1997.
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 February 28, 1992
Randal Wildin
 Randal Wildin
A. Joyce Wildin
 A. Joyce Wildin

PEOPLES TRUST & SAVINGS BANK
 by: Nancy K. Onstot
 Nancy K. Onstot, Vice President
 by: Michael W. Coppess
 Michael W. Coppess, Vice President

STATE OF IOWA:
COUNTY OF WARREN: SS:

On this 28th day of February 1992 before me, a Notary Public in and for the State of Iowa personally appeared Randal Wildin and A. Joyce Wildin known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that ~~(he/she)~~ they executed the same as ~~(his/her)~~ their voluntary act and deed.

Michael W. Coppess Notary Public in and for said County & State

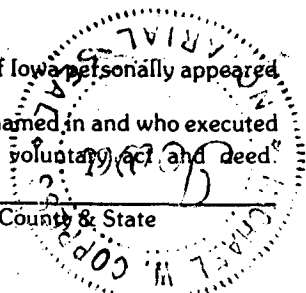
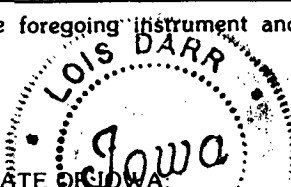
ACKNOWLEDGEMENT

STATE OF IOWA:
COUNTY OF WARREN: SS:

On this 28th day of February 1992 before me, a Notary Public, personally appeared Nancy K. Onstot and Michael W. Coppess to me personally known, who being duly sworn did say that they are Vice President and Vice President respectively of said corporation, 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 Nancy K. Onstot and Michael W. Coppess acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Lois Darr Notary Public in the State of Iowa

STATE OF IOWA, SS. MADISON COUNTY, Inst. No. 2042 Filed for Record this 3 day of March 1992 at 10:00 AM
 Book 161 Page 291 Recording Fee \$10.00
 Michelle Utster, Recorder, By Betty M. Mills Deputy



LEGAL DESCRIPTION:

SCHEDULE "A"

The South 30 acres of the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$), and the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$), and the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) and all that part of the Northeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) lying South of the public highway as now located and traveled across said 40-acre tract, all in Section Ten (10) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa. Except 12.524 acres

EXCEPTION DESCRIBED AS FOLLOWS:

A parcel of land located in the East Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Ten (10), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa, more particularly described as follows: Beginning at the Northwest corner of the Northeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Ten (10), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa, thence North 86 degrees 51 minutes 25 seconds East 5.15 feet to the centerline of 2nd county road running Southeasterly thence, along said centerline, South 28 degrees 28 minutes 05 seconds East 792.09 feet, thence South 74 degrees 59 minutes 39 seconds East 216.40 feet, thence South 09 degrees 04 minutes 09 seconds West 233.53 feet, thence South 34 degrees 29 minutes 25 seconds West 265.28 feet, thence South 02 degrees 44 minutes 04 seconds West 244.13 feet, thence South 63 degrees 08 minutes 19 seconds West 453.83 feet, thence North 00 degrees 24 minutes 36 seconds East 1650.27 feet to the Point of Beginning, said parcel of land contains 12.524 acres, including 0.600 acres of county road right of way,