

Peoples TRUST & SAVINGS Bank

MODIFICATION OF NOTE AND MORTGAGE

MORTGAGE Modification Agreement made MARCH 16 19 92 by and between CHARLES I. AND MARY LOU NOONAN (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 AUGUST 8 19 90 which mortgage originally secured payment of a loan in the amount of \$ 70,000.00 plus interest at the rate of 10.5 % per annum as evidenced by a Note dated AUGUST 8 19 90 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 115 and is on real estate situated in MADISON County, described as follows:

SEE SCHEDULE "A" 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 \$ 68,127.87 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:
228 monthly payments of \$ 620.38 beginning APRIL 16 19 92 and a like amount on the 16th day of each month thereafter until this note is paid in full. Any amount which remains unpaid on MARCH 16 19 2011 shall become due and payable. An unpaid balance of approximately \$ 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 8.75 % per annum. Interest is paid to MARCH 16 19 92.

Table with 2 columns: Item, Amount. Rows include DISCLOSURE STATEMENT, Amount Extended, FINANCE CHARGE, Total of Payments, ANNUAL PERCENTAGE RATE.

THIS SHALL NOW BE A VARIABLE RATE LOAN. SEE DISCLOSURES FOR VARIABLE RATE PROVISIONS.

- 4. OTHER MODIFICATIONS: THE FINAL MATURITY DATE OF SAID MORTGAGE SHALL NOW BE MARCH 16, 2011
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 MARCH 16, 1992
CHARLES I. NOONAN
MARY LOU NOONAN

PEOPLES TRUST & SAVINGS BANK
by: Nancy K. Onstot
NANCY K. ONSTOT, VICE PRESIDENT
by: Keith L. Wright
KEITH L. WRIGHT, VICE PRESIDENT

STATE OF IOWA:
COUNTY OF WARREN: SS:

RELEASED 10-15-98 SEE

On this 16TH day of MARCH 19 92, before me, a Notary Public in and for the State of Iowa personally appeared CHARLES I. NOONAN AND MARY LOU NOONAN known to be the identical person(s) named 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 16TH day of MARCH 19 92, before me, a Notary Public, personally appeared KEITH L. WRIGHT to me personally known, who being duly sworn did say that they are NANCY K. ONSTOT AND KEITH L. WRIGHT 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 KEITH L. WRIGHT 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, MADISON COUNTY, SS. Inst. No. 22778 Filed for Record this 26 day of March 19 92 9:29 AM Book 161 Page 561 Recording Fee \$10.00 Michelle Ustler, Recorder, By Deputy

Schedule "A"

A parcel of land located in the Northwest Quarter of the Southwest Quarter (NW¼ SW¼) of Section Twenty-nine (29), in Township Seventy-six (76) North, Range Twenty six (26) West of the 5th P.M., City of Patterson, Madison County, Iowa, more particularly described as follows: Commencing at the Southwest Corner of the Northwest Quarter of the Southwest Quarter (NW¼ SW¼) of Section Twenty-nine (29), in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., City of Patterson, Madison County, Iowa, thence North 00° 00' 02" West 42.55 feet, thence North 89° 59' 58" East 20.00 feet to the Point of Beginning, thence North 00° 00' 02" West 132.00 feet, thence North 83° 27' 12" East 637.68 feet, thence South 00° 00' 00" 132.00 feet, thence South 83° 27' 12" West 637.68 feet to the Point of Beginning, said parcel of land contains 1.920 acres, including 0.121 acres of county road right-of-way