

149-479

Note modification agreement made January 13, 19⁹³
by and between Donald E. Jennings and Linda K. Jennings, husband
and wife

(herein "Borrower") and the FIRST NATIONAL BANK IN CRESTON;
Creston, Iowa (herein "lender"). FILED NO. 1819

BOOK 164 PAGE 790

Fee \$10.00

93 JAN 19 AM 9:40

RECITALS:

A. Borrower is the Obligor, and Lender is the holder of MICHELLE UTSLER
a note dated January 11, 19⁸⁸ which note originally RECORDED
secured payment of a loan in the amount of \$ 7,400.00 plus MADISON COUNTY, IOWA
interest at the rate of 10.25 % per annum, maturing on
January 11, 1993 as evidenced by a
security agreement of the same date executed by Borrower.

B. Borrower and Lender desire that the 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 note the principal balance of \$ 3,671.28
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:
\$ 740.00 plus interest on January 11, 19⁹⁴, and a
like amount on the 1/11 day of each ~~month~~ ^{year} thereafter until
January 11, 1998, when the entire sum of unpaid principal
and interest shall be paid in full.

3. COLLATERAL: REM dated January 11, 1988
The Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4)
and the west Half (1/2) of the Southeast Quarter (1/4) of section
Twenty-four (24) in Township Seventy-four (74) North, Range
Twenty-eight (28) West of the 5th P.M., Madison county, Iowa.

4. WARRANTY: Borrower covenants and warrants that the said note and
security agreement are a first lien upon the property described
above.

5. NO OTHER MODIFICATION: Except as provided above, the said note and
all provision thereof shall remain unaffected and unchanged by this
Agreement and all terms, conditions, and provisions of said note
not modified are hereby ratified 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.

THE FIRST NATIONAL BANK IN CRESTON

By Donald E. Jennings
Donald E. Jennings

Thurman H. Booth
The First National Bank in Creston

By Linda K. Jennings
Linda K. Jennings

Jerry McIntire, LO
Jerry McIntire, LO

RELEASED 1-5-98
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MTG RECORD 195



STATE OF Iowa)
COUNTY OF Union) ss:

On this 13 day of January, 1993, before me, a Notary Public
in and for Union County, personally appeared Donald E. Jennings
and Linda K. Jennings, husband and wife

known to be the identical person(s) named in and who executed the foregoing
instrument and acknowledged that they executed the same as their
voluntary act and deed.



Dana M. Phipps

Notary Public in and for said County and State

STATE OF IOWA)
COUNTY OF Union) ss:

On this 18th day of January, 1993, before me, a Notary Public
in and for Union County, personally appeared _____
Russell K Booth and Jerry McIntire

to me personally known who being by me duly sworn did say that they are the
Vice President and Loan Officer

respectively, of said corporation; that the seal affixed to said instrument is the
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 said execution
of said instrument to be the voluntary act and deed of said corporation.



Debra S. Mathes
Notary Public in and for said County and State