



West Des Moines State Bank  
 1601 22nd Street  
 P.O. Box 65020  
 West Des Moines, IA 50265-0020  
 515-222-2300 "LENDER"

COMPUTER   
 RECORDED   
 COMPARED

I/K  
 RHB

**MODIFICATION AND  
 EXTENSION OF  
 MORTGAGE**

REC \$ 10  
 AUD \$  
 R.M.F. \$ 10

FILED NO. **1467**  
 BOOK 174 PAGE 775

<b>BORROWER</b>		<b>MORTGAGOR</b>	
RONALD D. PALMER VICKIE M. PALMER		RONALD D. PALMER HUSBAND VICKIE M. PALMER WIFE	
<b>ADDRESS</b>		<b>ADDRESS</b>	
RR 2 BOX 52 EARLHAM, IA 50072		RR 2 BOX 52 EARLHAM, IA 50072	
TELEPHONE NO. 515-758-2406	IDENTIFICATION NO.	TELEPHONE NO. 515-758-2406	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: RR 2 EARLHAM, IA 50072			

94 NOV 30 PM 1:03  
 MICHELLE UTSLER  
 RECORDER  
 MADISON COUNTY, IOWA

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 28TH day of NOVEMBER, 1994, is executed by and between Lender and the parties identified above.

A. On AUGUST 16, 1994, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of THIRTY-SEVEN THOUSAND AND NO/100 (\$ 37,000.00), which Note was secured by a mortgage ("Mortgage") dated AUGUST 11, 1994 executed by Grantor/Mortgagor ("Mortgagor") for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded on AUGUST 19, 1994 in Volume 173 at Page 591 of the records of the Recorder of MADISON County, Iowa. The Note and Mortgage and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. The parties have agreed to modify and extend the maturity date of the Note, and it is necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:

1. The maturity date of the Note is extended to NOVEMBER 28, 2000, at which time all outstanding sums due to Lender under the Note shall be paid in full.
2. The parties acknowledge and agree that, as of DECEMBER 2, 1994, the unpaid principal balance due under the Note was \$ 37,000.00, and the accrued and unpaid interest on that date was \$ 281.69.
3. The Mortgage is further modified as follows:

4. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified.

5. Mortgagor agrees to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

**SCHEDULE A**

A parcel of land located in the North Half (1/2) of the Southwest Fractional Quarter (1/4) of Section Thirty-one (31), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Southeast corner of the Northeast Quarter (1/4) of the Southwest Fractional Quarter (1/4) of Section Thirty-one (31), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence along the South line of the North Half (1/2) of said Southwest Fractional Quarter (1/4), North 90°00'00" West 736.33 feet to the Point of Beginning; thence continuing along said South line North 90°00'00" West 588.41 feet; thence North 00°13'47" East 391.83 feet; thence South 90°00'00" East 590.91 feet; thence South 00°35'42" West 391.85 feet to the Point of Beginning. Said parcel of land contains 5.304 acres including 0.366 acres of county road right of way.

LENDER: WEST DES MOINES STATE BANK

By: [Signature]  
 RONALD H. BISHOP  
 FIRST VICE PRESIDENT

MORTGAGOR: RONALD D. PALMER  
[Signature]  
 RONALD D. PALMER

MORTGAGOR: VICKIE M. PALMER  
[Signature]  
 VICKIE M. PALMER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF Iowa )  
COUNTY OF Polk ) SS:

On this 28 day of November 1994, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Ronald D. Palmer v Vicki M. Palmer

to me personally known to be the identical person(s) named in and who executed the within and foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.



Kathleen M. McNamara  
Notary Public  
in and for said County and State

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_

to me personally known to be the identical person(s) named in and who executed the within and foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.

\_\_\_\_\_, Notary Public  
in and for said County and State

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_

to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_

respectively, of said corporation executing the within and foregoing instrument, that (no seal has been procured by the said) (the seal affixed thereto is the seal of said) corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said \_\_\_\_\_ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

\_\_\_\_\_, Notary Public  
in and for said County and State

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_

to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_

respectively, of said corporation executing the within and foregoing instrument, that (no seal has been procured by the said) (the seal affixed thereto is the seal of said) corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said \_\_\_\_\_ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

\_\_\_\_\_, Notary Public  
in and for said County and State

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_

to me personally known, who being by me duly sworn, did say that the person is one of the partners of \_\_\_\_\_

\_\_\_\_\_, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

\_\_\_\_\_, Notary Public  
in and for said County and State

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_

to me personally known, who being by me duly sworn, did say that the person is one of the partners of \_\_\_\_\_

\_\_\_\_\_, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

\_\_\_\_\_, Notary Public  
in and for said County and State

This instrument prepared by: WEST DES MOINES STATE BANK