

West Bank

West Des Moines State Bank
1601 22nd Street
P.O. Box 65020
West Des Moines, IA 50265-0020
515-223-2300 "LENDER"

MODIFICATION AND EXTENSION OF MORTGAGE

BORROWER		MORTGAGOR	
STEPHEN D. HARDY EVELYN K. HARDY		STEPHEN D. HARDY HUSBAND EVELYN K. HARDY WIFE	
ADDRESS		ADDRESS	
5304 SHRIVER AVE. DES MOINES, IA 50312		5304 SHRIVER AVE. DES MOINES, IA 50312	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: R.R. MADISON CO. TRURO, IA 50257			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 15TH day of MAY, 1994, is executed by and between Lender and the parties identified above.

A. On MAY 16, 1989, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of SEVENTEEN THOUSAND AND NO/100 (\$ 17,000.00), which Note was secured by a mortgage ("Mortgage") dated MAY 16, 1989 executed by Grantor/Mortgagor ("Mortgagor") for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded on MAY 16, 1989 in Volume 152 at Page 734 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:

- The maturity date of the Note is extended to MAY 15, 1999, at which time all outstanding sums due to Lender under the Note shall be paid in full.
- The parties acknowledge and agree that, as of MAY 15, 1994, the unpaid principal balance due under the Note was \$ 14,108.84, and the accrued and unpaid interest on that date was \$ 0.00.
- 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

NE 1/4 NE 1/4 of Sect. 9 T. 74N R. 26W in Madison County, Iowa.

COMPUTER
RECORDED
COMPARED

FILED NO. 3199

BOOK 172 PAGE 407

94 MAY 19 AM 11:20

REC \$ 10.00
AUD \$
R.M.F. \$

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

LENDER: WEST DES MOINES STATE BANK

By: [Signature]
DAVID P. RINGGENBERG
VICE PRESIDENT

MORTGAGOR: EVELYN K. HARDY

[Signature]
EVELYN K. HARDY

MORTGAGOR: STEPHEN D. HARDY

[Signature]
STEPHEN D. HARDY

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

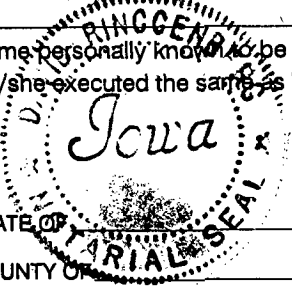
MORTGAGOR:

MTG. RECORD 172

STATE OF Iowa)
COUNTY OF Polk) SS:

On this 16th day of May, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Stephen Hardy and Evelyn Hardy

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.



[Signature], 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

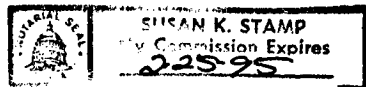
STATE OF Iowa)
COUNTY OF Polk) SS:

On this 16 day of MAY, 1994, before me, the undersigned, a Notary Public in and for said county and state, personally appeared DAVID P. RINGGENBERG

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

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 DAVID P. RINGGENBERG 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.

[Signature], 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

2255
5-16-89