IND. ✓
REC. ____
PAGE ✓

MODIFICATION AGREEMENT

This agreement made and entered into by and between Joseph Dale Carney and Judy K. Carney of the County Madison and State of Iowa, present owner of the premises described in the mortgage hereinafter mentioned, party of the first part, and the Union State Bank, Wintrset, Madison County, Iowa, party of the second part;

WHEREAS, Joseph Dale Carney and Judy K. Carney, did execute and deliver unto Union State Bank, Winterset, Iowa, a certain mortgage and note therein set forth, said note and mortgage bearing date the 9th day of February, 19 80, which mortgage was recorded in Mortgage Record Book 132, on Page 633, of the records of the County Recorder of Madison County, Iowa, to secure the payment of said note of the full amount of Nineteen Thousand and 00/100--------($19,000.00)------- Dollars and Interset:and

WHEREAS, Joseph Dale Carney and Judy K. Carney is the present owner of the property described in said mortgage, and the Union State Bank, Winterset, Iowa, the present holder and owner of said note and mortgage, have this day agreed to modify the time of payment of the balance due of the principal sum of said note secured by said mortgage:

NOW, THEREFORE, by mutual agreement, it is hereby agreed that the principal sum now fully and justly unpaid on the note being secured by said mortgage is Sixteen Thousand Three Hundred Thirty Three and 31/100-($16,331.31)--- Dollars and that as a term and condition of this modifications said note is to continue to draw interest at the rate of Twelve (12%) percent per annum from April 1, 1986, and it is further agreed that the remaining balance of said note in the amount of Sixteen Thousand Three Hundred and Thirty One and 31/100----$16.331.31)-------- Dollars should be payable in the following manner;

$202.00 on May 1, 1986, and $202.00 each month thereafter until April 1, 1989, when the balance will be due for the purpose of renegotiating the interest rate. Each payment to be applied first to interest and then to principal.

It is also mutually agreed that all the terms, conditions and stipulations in said note and mortgage contained and set forth are and shall continue in full force and effect excepting only as modified by the foregoing agreement.

Signed this 15th day of April 19 86.

Joseph Dale Carney

Judy K. Carney

UNION STATE BANK, Winterset, Iowa

By D. A. Bolton EVP

D. A. Bolton, Executive Vice President

Compared FILED NO. 2147
BOOK 145 PAGE 239
1986 APR 16 PM 1:57
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $5.00

State of Iowa:
Madison County:

On this 15th day of April, 19 86, before the undersigned, a Notary Public in and for County of Madison and State of Iowa, came Joseph Dale Carney and Judy K. Carney to me personally known to be the identical person whose name is subscribed to the foregoing instrument as maker thereof and acknowledge and execution of the same to be their voluntary act and deed.

JEANNIE M. UTSLER
MY COMMISSION EXPIRES
8-30-86

Jeannie M. Utsler

State of Iowa:
Madison County:

On this 15th day of April, 19 86, before me appeared D. A. Bolton to me personally know, who being by me sworn, did say that he is the Executive Vice President of the Union State Bank, Winterset, Iowa, and that the seal affixed to said instrument is the corporate 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 the said D. A. Bolton acknowledge said instrument to be the voluntary act and deed of said Cororation.

Witness my hand and Notarial Seal the date last above written.

JEANNIE M. UTSLER
MY COMMISSION EXPIRES
8-30-86

Jeannie M. Utsler
Notary Public in and for Madison, County, Iowa.