MODIFICATION AGREEMENT

This agreement made and entered into by and between Tommy K. Tyer and Ruth E. Tyer 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, Tommy K. Tyer and Ruth E. Tyer, 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 17th day of January, 19 76, which mortgage was recorded in Mortgage Record Book 123, on Page 586, of the records of the County Recorder of Madison County, Iowa, to secure the payment of said note of the full amount of Twelve Thousand Eight Hundred and 00/100-$12,800.00-- Dollars and Interset:and

WHEREAS, Tommy K. Tyer and Ruth E. Tyer 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 Ten Thousand Thirty-six and 62/100-----($10,036.62)---------- Dollars and that as a term and condition of this modifications said note is to continue to draw interest at the rate of Thirteen (13) percent per annum from January 1, 1986, and it is further agreed that the remaining balance of said note in the amount of Ten Thousand Thirty-Six Dollars and 62/100------ -----($10,036.62)---------- Dollars should be payable in the following manner;

$127.00 on February 1, 1986, and $127.00 each month thereafter until January 1, 1989, when the balance will be due for the purpose of renegotiating the interest rate.

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 28th day of January 19 86.

UNION STATE BANK CORPORATE SEAL WINTERSET, IOWA

Compared

FILED NO. 1613
BOOK 144 PAGE 720
1986 JAN 31 PM 2:41
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $5.00

Tommy K. Tyer
Tommy K. Tyer

Ruth E. Tyer
Ruth E. Tyer
UNION STATE BANK, Winterset, Iowa
By D. A. Bolton
D. A. Bolton, Executive Vice President

State of Iowa:
Madison County:

On this 28th day of January, 19 86, before the undersigned, a Notary Public in and for County of Madison and State of Iowa, came Tommy K. Tyer and Ruth E. Tyer 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.

NOTARIAL SEAL IOWA — JOYCE E. BINNS MY COMMISSION EXPIRES 8-10-86

Joyce E Binns

State of Iowa:
Madison County:

On this 29th day of January, 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.

NOTARIAL SEAL IOWA — JOYCE E. BINNS MY COMMISSION EXPIRES 8-10-86

Joyce E Binns
Notary Public in and for Madison, County, Iowa.