401 0154146

MODIFICATION AGREEMENT

This agreement made and entered into by and between Lester G. Boyle and Mary E. Boyle, husband and wife 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, Lester G. Boyle and Mary E. Boyle, husband and wife, 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 28th day of February, 19 75, which mortgage was recorded in Mortgage Record Book 122, on Page 424, of the records of the County Recorder of Madison County, Iowa, to secure the payment of said note of the full amount of Fifty Thousand and 00/100-----($50,000.00)---------- Dollars and Interset:and

WHEREAS, Lester G. Boyle and Mary E. Boyle 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 Twenty Seven Thousand Five Hundred and 00/100-----($27,500.00)---------- Dollars and that as a term and condition of this modifications said note is to continue to draw interest at the rate of Fourteen (14%) percent per annum from Februry 1, 1985, and it is further agreed that the remaining balance of said note in the amount of Twenty Seven Thousand Five Hundred and 00/100--------- ---($27,500.00)---------- Dollars should be payable in the following manner;

$2,750.00 on February 1, 1986, and each February 1 until February 1, 1990, when the balance will be due for the purpose of renegotiating the interest rate. Interest will be due on August 1, 1985, and each six (6) months thereafter.

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 7th day of FEBRUARY 1985.

UNION STATE BANK CORPORATE SEAL WINTERSET IOWA

F 1215
FILED NO.
BOOK 141 PAGE 527
Compared
1985 FEB -8 PM 2:05
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $5.00

Lester G. Boyle

Mary E. Boyle

UNION STATE BANK, Winterset, Iowa

By D. A. Bolton

D. A. Bolton, Executive Vice President

State of Iowa:
Madison County:

On this 7th day of FEBRUARY, 19 85, before the undersigned, a Notary Public in and for County of Madison and State of Iowa, came Lester G. Boyle and Mary E. Boyle 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 NOTARIAL SEAL IOWA
MY COMMISSION EXPIRES 8-31-86

Jeannie M Utsler

State of Iowa:
Madison County:

On this 7th day of FEBRUARY, 19 85, 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 NOTARIAL SEAL IOWA
MY COMMISSION EXPIRES 8-31-86

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

IND. ✓
REC. ✓
PAGE ✓