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Mortgage Extension and Modification Agreement

Loan No. 6031082

This Agreement made this 7th day of March 19 85, by and between the Clarke County State Bank, a banking corporation organized and existing under the laws of the State of Iowa, party of the first part, and Helen B. Dutton of the City of Osceola, party y of the second part, WITNESSETH:

WHEREAS, the party y of the second part have/has heretofore mortgaged unto the party of the first part certain lands and premises which are described in a certain Indenture of Mortgage bearing date November 6, 1973 which Mortgage is recorded in the Office of the Register of Deeds for Madison County, State of Iowa in Liber 120 of Mortgages, on pages 528, which Mortgage is made a part hereof by reference and the same is now due and payable.

WHEREAS, the party y of the second part is/are unable to make payment in full of the amount due said party of the first part under said Mortgage, and has requested that the time of payment be extended, and the party of the first part is willing to extend the time of payment in accordance with the provision of this instrument.

NOW THEREFORE, in consideration of the sum of One Dollar in hand paid by the party y of the second part to the party of the first part, receipt of which is hereby acknowledged, as well as other valuable considerations, it is agreed between the parties hereto as follows:

(1) That the date of the final payment on the said Mortgage upon which there is at this time a balance of $ 11,618.47 due, is hereby extended to March 4, 19 88; provided however, that said party y of the second party shall pay to apply on said debt, the sum of One Hundred Sixty-Seven & 29/100---------- Dollars on April 4, 19 85, and One Hundred Sixty-Seven & 29/100---------- Dollars on the same day of each month thereafter. Said payments to be first applied to the balance of interest due at the rate of 13 per cent per annum from March 4, 19 85 and the remainder to the balance of principal until paid in full. 3/4/88 when balance of 9979.71 will be due.

(2) That, not withstanding the foregoing provisions or anything to the contrary contained in said Mortgage, if the party y of the second part shall be in default for more than thirty days in making payment of any monthly installment, as herein provided then after such default has occured, the party of the first part may declare the balance then unpaid on said Mortgage due and payable forthwith, and may foreclose said Mortgage in accordance with the terms, conditions and provisions thereof.

(3) That the terms, conditions and provisions of said Mortgage are hereby ratified and confirmed in all respects, matters and things except wherein the same are modified by this instrument.

(4) That this agreement shall not create any merger or alter or prejudice the rights and priorities of the party of the first part, its successors and assigns, and if so construed, then, in such event, this agreement shall be void and of no effect.

This agreement shall be binding upon the successors, heirs, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed for and on its behalf by its President (Title of Officer) and its corporate seal hereunto affixed on the 7th day of March 19 85, and on the same day the party y of the second part xx/have hereunto set her hand and seal

In presence of:

Clarke County State Bank
By Earl Curtis
Its President (Title of Officer)

Helen B. Dutton (L. S.)

(L. S.)

STATE OF Iowa
County of Clarke } ss:

On this 7th day of March, 19 85, before me, personally appeared Earl Curtis, to me personally known, who being sworn did say that he is the President of the Clarke County State Bank, the corporation named in and which executed the within instrument, and that he executed the same for and on behalf of said corporation by authority of its Board of Directors and that the corporate seal affixed thereto is the corporate seal of said corporation, and that said instrument is the free act and deed of said corporation.

And on the same day appeared Helen B. Dutton to me known to be the party of the second part, described in and who executed the within instrument and who acknowledged that she executed the same as her free act and deed for the intents said instrument mentioned.

DIANE K. OGBOURNE NOTARY PUBLIC IOWA

Diane K. Ogbourne
Notary Public

My Commission Expires September 1, 1985

Diane K. Ogbourne

Filed for Record this 11 day of March 19 85 at 12:10 PM
Mary E. Welty, Recorder, By Shirley A. Henry, Deputy
Recording Fee $5.00
Inst. No. 1404 Book 141 Page 633

STATE OF IOWA, MADISON COUNTY, ss.

FOR RELEASE OF ANNEXED MORTGAGE SEE MORTGAGE RECORD 145 PAGE 145