4260173948

MODIFICATION AGREEMENT

This agreement made and entered into by and between Robert D. Kuhns and Patricia N. Kuhns 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, Robert D. Kuhns and Patricia N. Kuhns, 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 21st day of December, 1974, which mortgage was recorded in Mortgage Record Book 122, on Page 242, of the records of the County Recorder of Madison County, Iowa, to secure the payment of said note of the full amount of Twenty Six Thousand Eight Hundred and00/100-($26,800.00) Dollars and Interset:and

WHEREAS, Robert D. Kuhns and Patricia N. Kuhns 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 Eighteen Thousand Eight Hundred Fifteen and 74/100---($18,815.74)---------- 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 December 1,1984, and it is further agreed that the remaining balance of said note in the amount of Eighteen Thousand and Eight Hundred Fifteen and 74/100 -----($18,815.74)---------- Dollars should be payable in the following manner;

$240.00 on April 1, 1985, and $240.00 on the first of each month thereafter until December 1, 1989, when the blaance 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 20th day of March 19 85.

Robert D. Kuhns

Patricia N. Kuhns

UNION STATE BANK, Winterset, Iowa

By D A Bolton

D. A. Bolton, Executive Vice President

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FILED NO. 1498
BOOK 141 PAGE 675
1985 MAR 21 PM 2:21
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $5.00

Compared

State of Iowa:
Madison County:

On this 20th day of March, 19 85, before the undersigned, a Notary Public in and for County of Madison and State of Iowa, came Robert D. Kuhns and Patricia N. Kuhns 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 20th day of March, 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.

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

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