MODIFICATION AGREEMENT

This agreement made and entered into by and between Stephen C. Berry and Cheryl L. Berry of the County of 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, Winterset, Madison County, Iowa, party of the second part;

WITTNESSETH: Whereas, Stephen C. Berry and Cheryl L. Berry, 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 27th day of December 1978, which mortgage was recorded in Mortgage Record Book 130, on Page 642, of the records of the County Recorder of Madison County, Iowa, to secure the payment of said note of the full amount of Fifteen Thousand Five Hundred and oo/100--($15,500.00)------Dollars and Interest; and

WHEREAS, Stephen C. Berry and Cheryl L. Berry 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 Eleven Thousand Six Hundred Twenty Five and 00/100 dollars--($11,625.00)------- 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, 1983, and it is further agreed that the remaining balance of said note in the amount of Eleven Thousand Six Hundred Twenty Five and 00/100 dollars ($11,625.00)---------- should be payable in the following manner;

$775.00 on principal on December 1, 1984, and $775.00 on Decenber 1 of each year thereafter until December 1, 1988, when the interest rate will be renegotiated for and additional five (5) years. Interest will be due June 1, 1984, 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 23rd day of December 19 83

UNION STATE BANK CORPORATE SEAL IOWA

Compared

FILED NO. 1134
BOOK 139 PAGE 276

1983 DEC 23 PM 2:12

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $3.00

Stephen C. Berry

Cheryl L. Berry

UNION STATE BANK, Winterset, Iowa

By

State of Iowa
Madison County:

On this 23rd day of December, 19 83, before the undersigned, a Notary Public in and for County of Madison and State of Iowa, came Stephen C. Berry and Cheryl L. Berrry to me personally known to be the identical person whose name is subcribed to the foregoing instrument as maker thereof and acknowledge and execution of the same to be their voluntary act and deed.

Joyce E Binns

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

State of Iowa :
Madison County:

On this 23rd day of December, 1983, before me appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ 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 _____ acknowledged said instrument to be the voluntary act and deed of said Corporation.

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

Joyce E Binns

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

Notary Public in and for Madison, County, Ia

IND
DEC.
PAGE