MODIFICATION AGREEMENT

This agreement made and entered into by and between Roy L. Berch and Martha M. Berch husband and wife 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, Roy L. Berch and Martha M. Berch, 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 29th day of May 19 73, which mortgage was recorded in Mortgage Record Book 119, on Page 745, of the records of the County Recorder of Madison County, Iowa, to secure the payment of said note of the full amount of Twenty Five Thousand and 00/100--($25,000.00)----------Dollars and Interest; and

WHEREAS, Roy L. Berch and Martha M. Berch 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 Twelve Thousand Five Hundred Dollars and 00/100----($12,500.00)---------- 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 March 1, 1983, and it is further agreed that the remaining balance of said note in the amount of Twelve Thousand Five Hundred Dollars and 00/100--------- --------($12,500.00)---------- should be payable in the following manner;

One Thousand Two Hundred Fifty Dollars and 00/100 -- ($1,250.00) on March 1, 1984 and One Thousand Two Hundred Fifth Dollars and 00/100 -- ($1,250.00) each March 1, thereafter until March 1, 1988, when the balance will become due. Interest due on September 1,1983, 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 15th day of April 19 83

Roy L. Berch

Martha M. Berch

UNION STATE BANK, Winterset, Iowa

By D. A. Bolton
D. A. Bolton, Executive Vice President and Trust Officer

Compared

FILED NO. 1622
BOOK 137 PAGE 410
1983 APR 15 PM 2:34
MARY E. WELTY
RECORDER Fee $3.00
MADISON COUNTY, IOWA

State of Iowa :
Madison County:

On this 15th day of April, 19 83, before the undersigned, a Notary Public in and for County of Madison and State of Iowa, came Roy L. Berch and Martha M. Berch husband and wife 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

JOYCE E. BINNS
MY COMMISSION EXPIRES
September 30, 1983

State of Iowa :
Madison County:

On this 15th day of April, 1983, before me appeared D. A. Bolton to me personally known, who being by me duly 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 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
Notary Public in and for Madison, County, Ia.

JOYCE E. BINNS
MY COMMISSION EXPIRES
September 30, 1983

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