MODIFICATION AGREEMENT

This agreement made and entered into by and between Gary L. Smith and Lisa K. Smith, 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;

WITNESSETH: Whereas, Gary L. Smith and Lisa K. Smith, 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 3rd day of October 1978, which mortgage was recorded in Mortgage Record Book 130, on Page 240, of the records of the County Recorder of Madison County, Iowa, to secure the payment of said note of the full amount of Thirteen Thousand and 00/100--($13,000.00)---------- Dollars and Interest; and

WHEREAS, Donald A. Bolton and Shirley J. Bolton, husband and wife 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 Three Hundred Forty Six and 91/100 dollars--($12,346.91)---------- and that as a term and condition of this modifications said note is to continue to draw interest at the rate of 13.5% percent per annum from October 1, 1983, and it is further agreed that the remaining balance of said note in the amount of Twelve Thousand Three Hundred Forty Six and 91/100 dollars ----($12,346.91)---------- should be payable in the following manner;

One Hundred Sixty Five and 00/100 dollars ($165.00) on November 1, 1983, and each month thereafter until October 1, 1986, when the unpaid balance will be due and the interest rate subject to renegotiation.

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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 19th day of September 19 83

Donald A. Bolton

Shirley J. Bolton

UNION STATE BANK, Winterset, Iowa

By

G. L. Leeper, President

UNION STATE BANK CORPORATE SEAL WINTERSET, IOWA

Compared

FILED NO. 639
BOOK 138 PAGE 663

1983 SEP 23 PM 3:21

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

1pg Fee $3.00

State of Iowa :
Madison County:

On this 19th day of September, 19 83, before the undersigned, a Notary Public in and for County of Madison and State of Iowa, came Donald A. Bolton and Shirley J. Bolton 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.

Jeannie M. Harvey

JEANNIE M. HARVEY NOTARIAL SEAL 8-31-86

State of Iowa :
Madison County:

On this 19th day of September, 1983, before me appeared G. L. Leeper to me personally known, who being by me duly sworn, did say that he is the 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 G. L. Leeper acknowledged said instrument to be the voluntary act and deed of said Corporation.

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

Jeannie M. Harvey

Notary Public in and for Madison, County, Ia

JEANNIE M. HARVEY NOTARIAL SEAL 8-31-86