STATE OF IOWA, MADISON COUNTY, ss.

Inst. No. 1382 Compared Filed for Record this 15 day of February 19 80 at 1:00 PM
Book 132 Page 645 Recording Fee $6.00 Mary E. Welty, Recorder, By Shirley L. Henry Deputy

IND. ✓
109-1 8317984 REC. ✓
PAGE ✓

The Federal Land Bank of Omaha

AGREEMENT REAMORTIZING MORTGAGE

WHEREAS, James A. Graham and Dorothy L. Graham

executed and delivered to The Federal Land Bank of Omaha (Post Office address, Omaha, Nebraska) a certain note secured by a mortgage upon real property situated in Madison County, State of Iowa, said mortgage being recorded in Book 131 of Mortgages, on Page(s) 130, of the records of said County: and

WHEREAS, the present owner(s) (and contract purchasers, if any) of the following-described security:

SE¼ SE¼; and SW¼ SE¼ (except the North 13-2/3 acres thereof) and (except a tract in the SW¼ SE¼ described as follows: Commencing at a point 113.25 feet West of the Southwest corner of the NE¼ SE¼ of Section 8, Township 75 North, Range 28; thence South 35° 14' West 886.05 feet; thence North 89° 19' West 22.45 feet to the point of beginning; thence North 89° 19' West 233.45 feet; thence South 1° 35' East 90.3 feet; thence North 88° 23' West 433.2 feet to the approximate center line road; thence Southerly along the center line road 66.0 feet; thence South 88° 23' East 675.50 feet; thence North 1° 51' West 155.45 feet to the point of beginning, containing 1.48 acres, more or less, exclusive of the present highway) Section 8; and West 13 chains of the North 12.95 chains of the NW¼ NE¼ of Section 17, all in Township 75 North, Range 28, West of the 5th P.M.

Rel. Mtg. Rec 138-627

has/have requested The Federal Land Bank of Omaha to reamortize the balance remaining unpaid on said mortgage loan in accordance with an Application and Agreement for Reamortization.

NOW, THEREFORE, The Federal Land Bank of Omaha agrees to reamortize said mortgage loan, and the aforesaid present owner(s) (and contract purchasers, if any) hereby promise and agree to pay said unpaid balance according to all the terms and conditions of an agreement to reamortize heretofore executed and delivered to The Federal Land Bank of Omaha. Said agreement to reamortize provides for the payment of said unpaid balance with interest at the said rate on an amortization plan, the last installment being due and payable on February 1, 1999. Said agreement further provides that the Bank may, at its option, establish a higher or lower rate of interest, which shall thereupon apply to the unmatured balance of the debt and shall remain in effect until a different rate of interest is established. When a different rate of interest is established, the amount of each subsequent payment shall be increased or decreased to reflect the different rate of interest. All defaulted payments on advances for taxes, for payment of insurance premiums and liens made under the terms of the mortgage and on all delinquent amounts after maturity shall bear interest from the date of default until paid at a rate which is equal to the then current interest rate plus two percent per annum, or such higher or lower rate as may from time to time be established.

The rights of the mortgagee against all persons, other than the person(s) executing or consenting to this agreement, who may, in any manner, be personally liable on any or all of the original indebtedness, or who may have any interest in or lien on any or all of the security covered by the mortgage, are reserved. Any and all persons against whom rights are so reserved may demand that the mortgagee enforce all rights as to such indebtedness as though this agreement of reamortization had not been made. In the event such demand is made, this agreement shall be null and void as to such nonconsenting parties, and all rights against anyone against whom rights are herein reserved may be waived or may be enforced as if this agreement had not been made.

Dated January 10, 1980

James A. Graham

Dorothy L. Graham

THE FEDERAL LAND BANK OF OMAHA

Attest: Gary Froistad
Gary Froistad, Ass't Secretary

By James E. Ludeman
James E. Ludeman, Vice President

STATE OF Iowa }
COUNTY OF Madison } ss.

On Feb. 15, 1980, before me, a Notary Public in and for said County and State, personally appeared James A. Graham and Dorothy L. Graham, husband and wife,

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed.

SEAL OF THE COUNTY OF MADISON IN THE DISTRICT COURT IOWA

Margaret K Wheeler

(Type or print name under signature)
Notary Public in and for said County and State
Clerk of Court

My commission expires _____

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

The foregoing instrument was acknowledged before me on FEB 11 1980, by James E. Ludeman, Vice president of The Federal Land Bank of Omaha, a corporation organized and existing under the laws of the United States, on behalf of the corporation.

GENERAL NOTARY - State of Nebraska
ARLENE JOHNSON
My Comm. Exp. Sept. 6, 1981

Arlene Johnson

Notary Public
Arlene Johnson

(The above form of acknowledgment is pursuant to Section 64-206 R.R.S. 1943 of Nebraska.)

Signature
Att. 3 - Exh. 95