MODIFICATION AGREEMENT

This agreement made and entered into by and between Mary M. Rhoads, a single person 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, Bobby Gene Rhoads and Mary M. Rhoads, 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 28th day of August 1976, which mortgage was recored in Mortgage Record Book 124, on Page 519, 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 ($15,000.00) Dollars and interest; and

WHEREAS, Mary M. Rhoads, a single person 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 Ten Thousand One Hundred Thirty Seven Dollars and Seventy Five Cents ($10,137.75) and that as a term an condition of this modifications said note is to continue to draw interest at the rate of Ten (10%) percent per annum from July 1, 1979, and it is further agreed that the remaining balance of said note in the amount of Ten Thousand One Hundred Thirty Seven Dollars and Seventy Five Cents ($10,137.75) should be payable in the following manner:

One hundred ($100.00) Dollars is due and payable on August 1, 1979, and a like amount each month thereafter until July 1, 1984 at which time the remaining balance shall become due and payalbe.

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 18th day of July 1979.

Mary M. Rhoads
Mary M. Rhoads

UNION STATE BANK, Winterset, Iowa
By D.A. Bolton
D.A. Bolton, Executive Vice President

HELEN L. POWERS
MY COMMISSION EXPIRES
September 30, 1979

State of Iowa :
Madison County:

On this 18 day of July, 1979, before the undersigned, a Notary Public in and for County of Madison and State of Iowa, came Mary M. Rhoads, a single person to me personally known to be the identical person whose name is subcribed to the foregoing instrument as maker thereof and acknowledged the execution of the same to be her voluntary act and deed.

Helen L. Powers
Notary Public in and for Madison County, Ia

State of Iowa :
Madison County:

On this 18 day of July, 1979, 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 may hand and Notarial Seal the date last above written.

HELEN L. POWERS
MY COMMISSION EXPIRES
September 30, 1979

Helen L. Powers
Notary Public in and for Madison County, Ia

FILED NO. 1540
BOOK 131 PAGE 755
1979 JUL 19 PM 3:48
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
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