MTG. RECORD 116, PAGE 457 #274 Filed March 1, 1971 at 9:35 A.M.
Mary E. Welty, Recorder
Fee $ 1.50 I.M.M.

MODIFICATION AGREEMENT

This agreement made and entered into by and between Kale Lucas and Lela R. Lucas, husband and wife, of the county of Madison and State of Iowa, present owners of the premises described in the mortgage hereinafter mentioned, parties of the first part, and the Union State Bank, Winterset, Madison County, Iowa, party of the second part;

WITNESSETH: Whereas, Kale Lucas and Lela R. Lucas, 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 10th day of December 1969, which mortgage was recorded in Mortgage Record Book 115, on Page 9, of the records of the County recorder of Madison County, Iowa, to secure the payment of said note of the full amount of Five Thousand ($5,000.00) Dollars and interest; and

WHEREAS, Kale Lucas and Lela R. Lucas, husband and wife, the present owners 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 Five Thousand ($5,000.00) Dollars, and that as a term and condition of this modification, said note is to continue to draw interest at the rate of eight and½ (8½) percent per annum from December 12, 1970, payable semi-annually; and it is further agreed that the remaining balance of said note in the amount of Five Thousand ($5,000.00) Dollars should be payable in the following manner:

One Hundred ($100.00) Dollars is due and payable on June 12, 1971, and a like amount each Six (6) months until December 12, 1971, when the remaining balance shall become due and payable.

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 27th day of February 1971.

Kale Lucas
Kale Lucas

Lela Lucas
Lela R. Lucas

UNION STATE BANK, Winterset, Iowa

By D. A. Bolton
D. A. Bolton, Cashier

State of Iowa :
Madison County: ss

On this 27th day of February ,1971, before me undersigned, a Notary public in and for County of Madison and State of Iowa, came Kale Lucas and Lela R. Lucas Husband and Wife, to me personally known to be the identical persons whose names are subscribed to the foregoing instrument as maker thereof and acknowledged the execution of the same to be their voluntary act and deed.

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

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

Sate of Iowa :
Madison County: ss

On this 27th day of February ,1971, before me appeared D. A. Bolton, to me personally known, who being by me duly sworn, did say that he is the Cashier 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.

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