THIS AGREEMENT made and entered into by and between Patricia Ann Dwyer and Gary Lee Dwyer, wife and husband, 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, of Madison County, Iowa, party of the second part:

WITNESSETH: Whereas Patricia Ann Dwyer and Gary Lee Dwyer wife and husband, did execute and deliver unto the Union State Bank, Winterset, Iowa, a certain mortgage and note therein set forth, said note and mortgage bearing date of June 25, 1968, which mortgage was recorded in Real Estate Mortgage Record Book 114, on Page 133, of the records of the County Recorder of Madison County, Iowa, to secure the payment of said note of the full amount of ($11,000.00) Eleven Thousand and no/100 Dollars, and interest; and

WHEREAS, Patricia Ann Dwyer and Gary Lee Dwyer, wife and husband, are the present owners of the property described in said mortgage, and the Union State Bank, Winterset, Iowa, the present owner of said note and mortgage, have this day agreed to extend the time of payment of the balance due on the principal sum of said note secured by said mortgage;

NOW, THEREFORE, for value received, it is hereby agreed that the principal sum now fully and justly un paid on the note being secured by said mortgage is Five Thousand Four Hundred Sixty Three and 92/100 ($5,463.92) Dollars, and that as a term and condition of this modification, said note is to draw the principal balance still owing shall be due and payable as follows: One Hundred ($100.00) Dollars payable on July 1, 1974 and One Hundred ($100.00) Dollars payable on the 1st day of each month at the rate of 8½ per cent per annum thereafter until fully paid, each payment to be applied first to accrued interest and then to principal. Party of the second part does by these presents consent and agree to the modification of said note and mortgage indebtedness as above set forth;

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 8 day of June 1974.

COMPARED

FILED NO. 940
BOOK 121 PAGE 390
1974 JUN 11 PM 1:32
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Patricia Ann Dwyer

Gary Lee Dwyer

UNION STATE BANK, WINERSET, Iowa

By D. A. Bolton, Executive Vice Pres.

STATE OF IOWA : ss
MADISON COUNTY:

Fee $2.50

On this 8 day of June, 1974, before the undersigned, a Notary public in and for the County of Madison and State of Iowa, came Patricia Ann Dwyer and Gary Lee Dwyer, Wife and husband, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as maker thereof and acknowledged the execution of the same to be the voluntary act and deed.
Witness my hand and Notarial Seal the date last above written.

HELEN L. POWERS
MY COMMISSION EXPIRES
SEPTEMBER 30, 1976

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

STATE OF IOWA : ss
MADISON COUNTY:

On this 8th day of June, 1974, 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 the Corporation

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

HELEN L. POWERS
MY COMMISSION EXPIRES
SEPTEMBER 30, 1976

IND. ✓
REC. ✓
PAGE ✓

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