

BK: 2016 PG: 1662
Recorded: 6/15/2016 at 11:45:39.0 AM
Fee Amount: \$22.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

FOR RECORDER'S USE ONLY

Prepared By: Emily Rice, Loan Processor, THE FIRST NATIONAL BANK IN CRESTON, 801 W. Taylor Street, Creston, IA 50801, (641) 782-5599

RECORDATION REQUESTED BY:

THE FIRST NATIONAL BANK IN CRESTON, Consumer Branch, 801 W. Taylor Street, Creston, IA 50801

WHEN RECORDED MAIL TO:

FIRST NATIONAL BANK IN CRESTON, 101 WEST ADAMS STREET, CRESTON, IA 50801



FIRST NATIONAL BANK

MODIFICATION OF MORTGAGE



#####074006102016

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 1 of this Modification. The legal description can be found on page 1 of this Modification. The related document or instrument number can be found on page 1 of this Modification.

THIS MODIFICATION OF MORTGAGE dated June 10, 2016, is made and executed between John R Clayton, A SINGLE PERSON (referred to below as "Grantor") and THE FIRST NATIONAL BANK IN CRESTON, whose address is 801 W. Taylor Street, Creston, IA 50801 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 28, 2006 (the "Mortgage") which has been recorded in Madison County, State of Iowa, as follows:

Real Estate Mortgage Recorded in the office of the Madison County Recorder on 6.30.2006 in Book 2006 on Page 2685.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Madison County, State of Iowa:

See Attached Exhibit "A"

The Real Property or its address is commonly known as 1789 330th St, Lorimor, IA 50149-8021.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Extend Maturity Date to 6.28.2031.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of

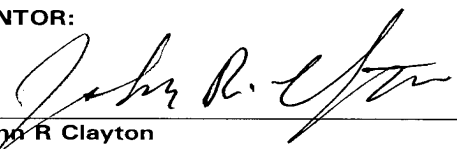
**MODIFICATION OF MORTGAGE
(Continued)**

Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 10, 2016.

GRANTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

GRANTOR:

X 

John R Clayton

LENDER:

THE FIRST NATIONAL BANK IN CRESTON

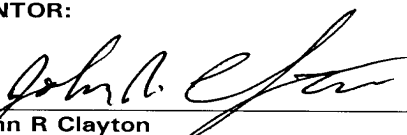
X 

Amy Hook, Retail Manager

NOTICE OF WAIVER OF HOMESTEAD EXEMPTION

GRANTOR UNDERSTANDS THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE, AND THAT BY SIGNING THIS MODIFICATION, GRANTOR VOLUNTARILY GIVES UP GRANTOR'S RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MODIFICATION. DATED JUNE 10, 2016.

GRANTOR:

X 

John R Clayton

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Union)

This record was acknowledged before me on June 14, 20 16 by John R Clayton.

Kaylynn Scadden
Notary Public in and for the State of Iowa
My commission expires 4-19-19



LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Union)

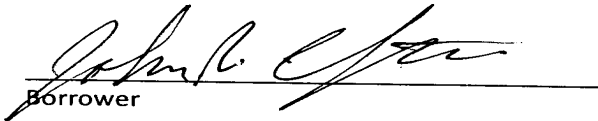
This record was acknowledged before me on June 14, 20 16 by Amy Hook as Retail Manager of THE FIRST NATIONAL BANK IN CRESTON.

Kaylynn Scadden
Notary Public in and for the State of Iowa
My commission expires 4-19-19



Exhibit "A"

A tract of land in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-nine (29), in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Southeast Corner of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-nine (29) in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence along the South line of said Southeast Quarter (1/4) of the Southeast Quarter (1/4), North 90°00'00" West 533.66 feet to the point of beginning, thence continuing along said South line, North 90°00'00" West 554.70 feet, thence North 00°10'42" West 305.33 feet, thence South 89°48'19" East 554.71 feet, thence South 00°10'42" East 303.44 feet to the point of beginning, said tract of land contains 3.876 acres including 0.421 acres of County Road right of.


Borrower