MODIFICATION AGREEMENT

THIS AGREEMENT made and entered into by and between Arnett D. Davis Jr. and Rita K. Davis, husband and wife, of the County of Madison and State of Iowa, present owner of the premises described in the mortgage hereinafter mentioned, parties of the first part, and the Union State Bank, Winterset, of Madison County, Iowa, party of the second part:

WITNESSETH: Whereas Arnett D. Davis Jr. and Rita K. Davis, 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 of February 3, 1973, which mortgage was recorded in Real Estate Mortgage Record Book 119, on Page 304, of the records of the County Recorder of Madison County, Iowa, to secure the payment of said note of the full amount of ($34,000.00) Thirty Four Thousand and 00/100 Dollars, and the interest; and

WHEREAS, Arnett D. Davis Jr. and Rita K. Davis, husband and wife, 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 modify the terms 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 unpaid on the note being secured by said mortgage is Thirty Four Thousand and 00/100 ($34,000.00) Dollars, and that as a term and condition of this modification, said note is to draw interest at the rate of eight (8%) percent from August 1, 1973 and that principal balance still owing shall be due and payable as follows:
Two Hundred Sixty-Five and 00/100 ($265.00) Dollars payable on September 1, 1973, and Two Hundred Sixty-Five and 00/100 ($265.00) Dollars payable on the 1st day of each month thereafter until August 1, 1988 when the unpaid balance shall be due and payable, 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 4th day of August, 1973.

COMPARED

Arnett D. Davis Jr.
Arnett D. Davis, Jr.

Rita K. Davis
Rita K. Davis

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

1248
FILED NO.
BOOK 120 PAGE 208
1973 AUG -6 AM 9:06
RECORDER
MADISON COUNTY, IOWA

D. H.
Fee #2.50

STATE OF IOWA :
MADISON COUNTY : ss

On this 4th day of August, 1973, before the undersigned, a Notary Public in and for County of Madison and State of Iowa, came Arnett D. Davis, Jr. and Rita K. Davis, 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.

Grace E Mills
Notary Public in and for Madison County, Iowa
GRACE E. MILLS, Notary Public
In and for Madison County, Iowa

STATE OF IOWA :
MADISON COUNTY : ss

On this 4th day of August, 1973, 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.

Grace E Mills
Notary Public in and for Madison County, Iowa
GRACE E. MILLS, Notary Public
In and for Madison County, Iowa

IND. ✓
REC. ✓
PAGE ✓