MODIFICATION AGREEMENT

This agreement made and entered into by and between James L. Agan and Agatha G. Agan, 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, James L. Agan and Agatha G. Agan, 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 13th day of July 1973, which mortgage was recorded in Mortgage Record Book 120, on Page 105, of the records of the County Recorder of Madison County, Iowa, to secure the payment of said note of the full amount of Seventeen Thousand ($17,000.00) Dollars and interest; and

WHEREAS, James L. Agan and Agatha G. Agan, husband and wife, are 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 Three Thousand Eight Hundred Seventy Four and 48/100 ($3874.48) Dollars, and that as a term and condition of this modification said note is to continue to draw interest at the rate of eight (8%) percent per annum from November 20, 1973, and it is further agreed that the remaining balance of said note in the amount of Three Thousand Eight Hundred Seventy Four and 48/100 ($3,874.48) Dollars should be payable in the following manner:

Fifty ($50.00) Dollars is due and payable on December 1, 1973, and a like amount each month thereafter until November 1, 1982 at which time 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.

IND. ✓
REC. ✓
PAGE ✓

Signed this 20th day of November 1973.

UNION STATE BANK CORPORATE SEAL WINTERSET, IOWA

COMPARED

James L Agan
James L. Agan

FILED NO. 1868
BOOK 120 PAGE 556
1973 NOV 20 PM 2:56
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $4.50

Agatha G. Agan

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

D. H.

State of Iowa :
Madison County: ss

On this 20 day of November, 1973, before the undersigned, a Notary Public in and for County of Madison and State of Iowa, came James L. Agan and Agatha G. Agan, husband and wife, to me personally known to be the identical persons whose names are subscribed to the foregoing instrument as makers 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.

NOTARIAL SEAL IOWA
HELEN L. POWERS
MY COMMISSION EXPIRES SEPTEMBER 30, 1976

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

State of Iowa :
Madison County: ss

On this 30th day of November, 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 said Corporation.

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

NOTARIAL SEAL IOWA
HELEN L. POWERS
MY COMMISSION EXPIRES
SEPTEMBER 30, 1976

Helen L. Powers

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