AMENDED AND SUPPLEMENTAL AGREEMENT

AGREEMENT made and entered into this 2nd day of October, 1991, by and between **THE FIRST NATIONAL BANK OF WAVERLY**, as Trustee of a Trust for the benefit of Janet Elizabeth Westendorf and Stanley Westendorf (spouse of Janet Elizabeth Westendorf), and the children of Janet Elizabeth Westendorf, to-wit: Michael J. Westendorf, Eric Jon Westendorf, Justin Henry Westendorf, Calvin James Westendorf, Susan Jean Westendorf, Carla Beth Westendorf Christensen, and Roger Christensen (spouse of Carla Beth Westendorf Christensen), party to the first part, **EASTERN IOWA PORK, INC.**, an Iowa corporation with its principal place of business in Delaware County, Iowa, party of the second part, **WITNESSETH:**

WHEREAS, The First National Bank of Waverly, party of the first part, holds legal title, sellers' contract rights and full authority as Trustee of the individuals named above in the following described real estate:

Lots 10, 11, 15, 16, 17, 18, 19, 20, 24, 25, 27, and 28, of "Wilson's Manchester Commercial Park" at Manchester, Delaware County, Iowa.

WHEREAS, Eastern Iowa Pork, Inc., party of the second part herein, is assignee of a Partial Assignment of Real Estate Contract dated October 4, 1982, filed October 13, 1982, and recorded as File No. 64-695 in the Office of the Recorder of Delaware County, State of Iowa, said Assignment affecting the real estate described above; and

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WHEREAS, the parties hereto, by mutual agreement, wish to change the terms and conditions of the Partial Assignment of Real Estate Contract above referred to, and reduce this agreement to writing.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants hereof and other good and valuable consideration passing between the parties, the receipt and sufficiency thereof being hereby acknowledged, it is hereby understood and agreed by and between the parties hereto as follows:

(1) The unpaid principal balance and accrued interest which remains due and unpaid at this time upon the Partial Assignment of Real Estate Contract above identified is in the sum of $59,942.30 and that said sum shall be paid weekly on the following terms and conditions:

$1,000.00, or more, plus interest, on the 4th day of October, 1991, and $1,000.00, or more, plus interest, on the Friday of each and every week thereafter until all amounts due and owing hereunder, including both principal and interest, are paid in full. All unpaid principal shall draw interest at the rate of ten percent (10%) per annum from and after the 6th day of August, 1991 and shall be in addition to payments upon principal. All payments shall first be applied to interest, balance to principal.

FILE No. 150-1745
RECORDING FEE $ 10.00
TRANSFER FEE $

FILED FOR RECORD THE 2 DAY OF January, 1992 AT 2:58 O'CLOCK P. M. BOOK 51 PAGE 89

STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
TLD

(2) It is further understood and agreed that said Partial Assignment of Real Estate Contract shall, except as hereinbefore set forth, remain unchanged and all of the other remaining terms, conditions and agreements as therein set forth shall continue unaltered and remain in full force and effect during the extended term hereof as herein set forth.

Dated the day and year first above written.

THE FIRST NATIONAL BANK OF WAVERLY

By: E.W. Webster

Office: V.P. & Trust Officer

By: Linda S. Williams

Office: Assistant Trust Officer

Party of the First Part

EASTERN IOWA PORK, INC.

By: Dale Keuter

Dale Keuter

Office: C.E.O.

Party of the Second Part

STATE OF IOWA)
) ss
BREMER COUNTY)

On this 2nd day of October, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared E.W. Webster and Linda S. Williams, to me personally known, who being by me duly sworn, did say that they are the Vice President and Trust Officer and Assistant Trust Officer respectively, of the corporation executing the within and foregoing instrument, that the seal affixed thereto is the seal of the corporation; that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that E.W. Webster and Linda S. Williams as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Marjorie Lewis, Notary Public in and for the State of Iowa.

STATE OF IOWA)
) ss
DELAWARE COUNTY)

On this 2nd day of October, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dale Keuter, to me personally known, who being by me duly sworn, did say that he/she is the V President and C E O of Eastern Iowa Pork, Inc.; that the seal affixed hereto is the seal of the corporation; that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that Dale Keuter, as officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

James E Laxson
Notary Public in and for the State of Iowa.
James E Laxson

JAMES E. LAXSON
MY COMMISSION EXPIRES
3/1/92