EXTENSION AND MODIFICATION AGREEMENT

WHEREAS, Douglas Kenneth Comley made, executed and delivered to City State Bank, Central City, Iowa, a certain real estate mortgage dated the 18th day of December, 1987, which real estate mortgage was filed for record in the office of the Delaware County, Iowa, recorder on the 21st day of December, 1987, where the same is found in Book 22, at Page 317 and

WHEREAS, said mortgage secured a promissory note dated the 18th day of December, 1987, with an original maturity of December 18, 1990 and executed and delivered by Douglas Kenneth Comley payable to City State Bank, Central City, in the principal amount of $14,000.00, and

WHEREAS, said promissory note was extended December 18, 1990 in the amount of $12,569.38, by note number 35415 with a maturity of December 18, 1993.

WHEREAS, the final payment due under said promissory note number 35415, dated December 18, 1990, is now due or will soon be due and the mortgagors' desire to renew and extend said note and to vary the terms thereof, and

WHEREAS, the mortgagee, in order to assure compliance with Section 535.2 of the Code of Iowa, may require the execution of a new note and new mortgage along with recording of said mortgage and the issuance of a title opinion showing a first lien and that the same would cause the mortgagors to incur additional fees for recording instruments, for abstracting, title examination, all of which may be avoided by the execution of this Extension and Modification Agreement,

NOW, THEREFORE, it is agreed by the undersigned parties as follows:

1. That the promissory note number 35415 Dated December 18, 1987 and dued December 18, 1990, is hereby amended and/or modified in the following particulars:

   The interest rate shall be 7.75% effective December 18, 1993. The maturity of the loan shall be December 18, 1996.

2. The amendments and modifications to the promissory note set forth in paragraph (1) of this Extension and Modification Agreement shall be retroactive to and including the date of the execution of the renewal promissory note referred to herein.

For Release, See Book 36
Page 145 9/1/94

3. Subsequent extensions of the promissory note number 35415 dated December 18, 1987 due December 18, 1990 referred to hereinabove may be made by execution of an extension agreement without the necessity of executing an extension and modification agreement similar to this agreement.

4. Mortgagors covenant and agree that the promissory note as so modified by this agreement is in compliance with Section 535.2 of the Code of Iowa, and agree to release and hold City State Bank, Central City, Iowa, harmless and to indemnify the mortgagee from any claim the mortgagors might make as to non-compliance with regard to said Section in consideration of the mortgagee's waiving the execution of a new note and mortgage and new title opinion requirements that are otherwise required for the mortgagee to accommodate the mortgagor's desire to extend the amounts due under said note as originally executed.

5. Except as modified herein the above-referred to

FILE No. 14-2647
RECORDING FEE $ 11.00
TRANSFER FEE $

FILED FOR RECORD THE 3 DAY OF Mar 19 94 AT 12:31
O'CLOCK P. M. BOOK 34 PAGE 287

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
TLM

real estate mortgage and promissory note are ratified and reaffirmed in their entirety.

6. The parties hereto shall execute a renewal promissory note incorporating the terms set forth herein. However, the original promissory notes dated the 18th day of December, 1987, the 18th day of December, 1990, shall not be released by said renewal note.

7. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THESE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

Signed this 4th day of January, 1994.

CITY STATE BANK, Mortgagee

BY: John M. Maurice
John M. Maurice, Pres.

BY: Brad Dirks
Brad Dirks, Exec. V. Pres.

Mortgagors

Douglas Kenneth Comley
Douglas Kenneth Comley

Edith K. Comley
Edith K. Comley

STATE OF IOWA)
) ss
COUNTY OF LINN)

On this 4th day of January, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared John M. Maurice and Brad Dirks, to me personally known, who being by me duly sworn, did say that they are the President and Executive Vice President, respectively, of said corporation executing the within and foregoing instrument, that the seal affixed to said instrument is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said John M. Maurice and Brad Dirks as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

CITY STATE BANK CORPORATE SEAL CENTRAL CITY, IOWA

Sandra K. Drees
NOTARY PUBLIC IN AND FOR
STATE OF IOWA STATE

SANDRA K. DREES
MY COMMISSION EXPIRES
2-9-95

STATE OF IOWA)
)ss
COUNTY OF LINN)

On this 4th day of January, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas Kenneth Comley and Edith K. Comley to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Sandra K. Drees
NOTARY PUBLIC IN AND FOR
STATE OF IOWA

SANDRA K. DREES
MY COMMISSION EXPIRES
2-9-95