DELAWARE COUNTY IOWA
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1998 DE 29 AM 10: 15
BOOK 51 PAGE 219
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
11:9

Cynthia L. Orr, P.O. Box 185, Delhi, Iowa 52223 319-922-2174

November 17, 1998

PROMISSORY NOTE AND MORTGAGE EXTENSION AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, it is hereby agreed that a certain Promissory Note dated November 15, 1995 with a due date of November 15, 1998 in the face amount of $38,500.00 and signed by James D. Thompson ("Borrower") which has a present principal balance of $33,899.42 and a Mortgage dated November 15, 1995 and recorded November 17, 1995, in Book 39, page 108, Real Estate Records of Delaware County, shall be extended and revised as follows:

1. On November 17, 1998, Borrower shall pay Heritage Bank the sum of $359.02 to be applied to pay the accrued interest amount of $195.04 on the Promissory Note with the remainder to be applied on the principal balance of the Promissory Note.

2. Commencing November 17, 1998 the principal balance on the Promissory Note shall bear interest at the rate of 7.75% per annum with interest computed on the outstanding principal balance on the basis of a 365 day year for the actual number of days elapsed. All payments received shall be applied first to interest accrued and due, and the remainder, if any, to reduction of principal. All prepayments of principal, at the option of the holder of the Promissory Note, shall be applied in inverse order of maturity.

3. Payments of principal and interest shall be paid monthly beginning December 15, 1998 and continuing on the same day of the month each month thereafter until November 15,2001 when all accrued interest and unpaid principal shall become due and payable. The monthly payment shall be in an amount of $359.02.

4. This agreement is an extension and revision only and is not a novation, and, except as provided in this Agreement, all the terms and conditions of the Promissory Note and the Mortgage shall remain in full force and effect.

5. The undersigned acknowledge receipt of a copy of this Agreement.

6. Joan S. Thompson, the wife of James D. Thompson, consents and joins in the mortgage dated November 15, 1995 and recorded November 17, 1995 in Book 39, page 108, Real Estate records of Delaware County. Joan S. Thompson releases all right of dower, distributive share and homestead in the real estate described in the Mortgage. Joan S. Thompson consents to the amendment of said Mortage by extending due date of said Mortage.

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

James D. Thompson

Joan S. Thompson

Randy Harbach, Co-Signer

HERITAGE BANK

By: _____

STATE OF IOWA

COUNTY OF Delaware

On this 17th day of November, before me, a Notary Public in the State of Iowa, personally appeared James D. Thompson, Joan S. Thompson ~~and Randy Harbach~~ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

CYNTHIA L. ORR
MY COMMISSION EXPIRES
October 6 1999

- Notary Public
in and for the State of Iowa

STATE OF IOWA

COUNTY OF DELAWARE

This instrument was acknowledged before me on 12/28/98, 1998, by Jason P. Else, Executive Vice President of Heritage Bank.

1999

- Notary Public
in and for the State of Iowa

STATE OF IOWA
COUNTY OF DELAWARE

On this 28th day of December 1998, before me a Notary Public in the State of Iowa personally appeared Randy Harbach to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

CYNTHIA L. ORR
MY COMMISSION EXPIRES
October 6 1999

Notary Public in and for the State of Iowa