DELAWARE COUNTY IOWA
FILED
1999 MAR 25 AM 10: 00
BOOK 1999 PAGE 1000
DEBORAH L. HILTON
DELAWARE CO. RECORDER
11.00

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

March 11, 1999

PROMISSORY NOTE AND MORTGAGE EXTENSION AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, it is hereby agreed that a certain Promissory Note dated March 16, 1996 with a due date of March 16, 1999 in the face amount of $35,500.00 and signed by Marian C. Peters ("Borrower") which has a present principal balance of $31,858.40 and a Mortgage dated March 16, 1996 and recorded March 27, 1996 in Book 129, page 48, Real Estate Records of Delaware County, shall be extended and revised as follows:

1. On March 11, 1999, Borrower shall pay Heritage Bank the sum of $385.00 to be applied to pay the accrued interest amount of $123.20 on the Promissory Note with the remainder to be applied on the principal balance of the Promissory Note.

2. Commencing March 11, 1999 the principal balance on the Promissory Note shall bear interest at the rate of 8.500% 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 April 16, 1999 and continuing on the same day of the month each month thereafter until March 16, 2004 when all accrued interest and unpaid principal shall become due and payable. The monthly payment shall be in an amount of $381.69.

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.

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.

Marian C. Peters

Marian C. Peters

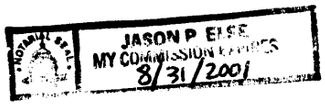
HERITAGE BANK

By: Jason P Else

STATE OF IOWA

COUNTY OF Delaware

On this 11th day of March, 1999, before me, a Notary Public in the State of Iowa, personally appeared Marian C. Peters, 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.

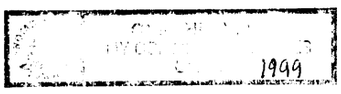


Jason P Else
- Notary Public
in and for the State of Iowa

STATE OF IOWA

COUNTY OF DELAWARE

This instrument was acknowledged before me on March 11, 1999, by Jason P. Else, Executive Vice President of Heritage Bank.



Cynthia L. Else
- Notary Public
in and for the State of Iowa