DELAWARE COUNTY IOWA
FILED
2001 OCT 29 AM 10:37
BOOK 146
DEBORAH L. BEYTON
DELAWARE CO. RECORDER
29.00
3853

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

September 27, 2001

PROMISSORY NOTE AND MORTGAGE EXTENSION AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, it is hereby agreed that a certain Promissory Note dated December 2, 1991 with a due date of September 2, 2001 in the face amount of $32,000.00 and signed by Jeffrey L. Eilers and Janice L. Eilers ("Borrowers") which has a present principal balance of $18,933.90 and a Mortgage dated December 2, 1991 and recorded December 4, 1991 in Book 114, page 130 , Real Estate Records of Delaware County, all be extended and revised as follows:

1. On September 27 , 2001 Borrower paid Heritage Bank the sum of $303.69 to be applied to pay the accrued interest amount of $75.59 due on the Promissory Note with the remainder to be applied on the principal balance of the Promissory Note.

2. Commencing September 27, 2001 the principal balance on the Promissory Note shall bear interest at the rate of 8.25% 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 November 2, 2001 and continue on the same day of the month each month thereafter until October 2, 2006 when all accrued interest and unpaid principal shall become due and payable. The monthly payment shall be in the amount of $232.54.

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.

Jeffrey L. Eilers

Janice L. Eilers

Janice L. Eilers

HERITAGE BANK

By: Cynthia L. Orr

STATE OF IOWA
COUNTY OF Delaware

On this 27th day of September, before me, a Notary Public in the State of Iowa, personally appeared Jeffrey L. Eilers and Janice L. Eilers, 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. [illegible]
MY COMMISSION EXPIRES
2002

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

STATE OF IOWA
COUNTY OF DELAWARE

This instrument was acknowledged before me on 9.27, 2001, by Cynthia L. Orr, Assistant Vice President of Heritage Bank.

NOTARIAL SEAL IOWA
LINDA J. JAY
MY COMMISSION EXPIRES
2-18-02

Linda Jay
- Notary Public
in and for the State of Iowa