DELAWARE COUNTY IOWA
FILED
2002 OCT 25 AM 11:22
BOOK 2002
3933
DEBORAH L. HAYDEN
DELAWARE CO. RECORDER
11.00

(X) Cindy Orr, Heritage Bank, P.O. Box 185, Delhi, Iowa 52223 563-922-2174

September 18, 2002

PROMISSORY NOTE AND MORTGAGE EXTENSION AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, it is hereby agreed that a certain Promissory Note dated September 19, 1994 with a due date of September 19, 2002 in the face amount of $70,000.00 and signed by Steve Cornwell and Darlene Cornwell ("Borrowers") which has a present principal balance of $54,570.51 and a Mortgage dated September 19th and recorded September 19th, 1994 in Book 124, page 176, Real Estate Records of Delaware County, shall be extended and revised as follows:

1. On September 18, 2002 Borrower shall pay Heritage Bank the sum of $610.00 to be applied to pay the accrued interest amount of $471.39 on the Promissory Note with the remainder to be applied on the principal balance of the Promissory Note.

2. Commencing September 18, 2002, the principal balance on the Promissory Note shall bear interest at the rate of 7.625% 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, then to escrow portion of payment 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 October 19, 2002 and continuing on the same day of the month each month thereafter until September 19, 2007 when all accrued interest and unpaid principal shall become due and payable. The monthly principal and interest payment shall be in an amount of $607.69.

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.

Steve Cornwell

Steve Cornwell

Darlene Cornwell

Darlene Cornwell

HERITAGE BANK

By: Cynthia L. Orr

STATE OF IOWA

COUNTY OF Delaware

On this 26th day of Sept., 2002, before me, a Notary Public in the State of Iowa, personally appeared Steve Cornwell and Darlene Cornwell, 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
Commission Number 171430
MY COMMISSION EXPIRES
OCTOBER 6, 2003

Cynthia L. Orr

- Notary Public in and for the State of Iowa

STATE OF IOWA

COUNTY OF Delaware

On this 24th day of Oct., 2002, before me, a Notary Public in the State of Iowa, personally appeared Cynthia L. Orr, of Heritage Bank, to me known to be the person(s) authorized by said corporation to execute the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
LINDA J. JAY
Commission Number 129134
MY COMMISSION EXPIRES
February 18, 2004

Linda Jay

- Notary Public in and for the State of Iowa