DELAWARE COUNTY IOWA
FILED
2004 DE 30 AM 9:
BOOK 2004 PAGE 4838
DEBORAH L. TIDYON
DELAWARE CO RECORDER
12.00

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

December 23, 2004

PROMISSORY NOTE AND MORTGAGE EXTENSION AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, it is hereby agreed that a certain Promissory Note # 2021156 dated December 14, 2001 with a due date of December 19,2004 in the face amount of $47,200.00 and signed by Clyde J. Ries and Barbara J. Ries ("Borrowers") which has a present principal balance of $44,120.42 and a Mortgage dated December 14, 2001 and recorded January 16, 2002 in Book 2002, page 199, Real Estate Records of Delaware County, shall be extended and revised as follows:

1. On December 23, 2004 Borrower shall pay Heritage Bank the sum of $200.00 to be applied to pay the accrued interest amount of $66.25 due on the Promissory Note with the remainder to be applied on the principal balance of the Promissory Note.

2. Commencing December 23, 2004 the principal balance on the Promissory Note shall bear interest at the rate of 8.00% 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 January 19, 2005 and continuing on the same day of the month each month thereafter until December 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 $409.76.

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.

Clyde J Ries
Clyde J. Ries

Barbara J Ries
Barbara J. Ries

HERITAGE BANK

By: Cynthia L. Orr

STATE OF IOWA

COUNTY OF Delaware

On this 28th day of December, 2004, before me, a Notary Public in the State of Iowa, personally appeared Clyde J. Ries and Barbara J. Ries 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, 2005

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

STATE OF IOWA

COUNTY OF Delaware

On this 29 day of December, 2004, before me, a Notary Public in the State of Iowa, personally appeared Cynthia L. Orr, 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.

JEAN A. KUEHL
Commission Number 177773
My Commission Expires
1/27/04

Jean A. Kuehl
- Notary Public in and for the State of Iowa