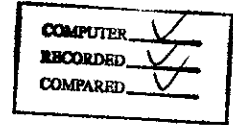


Document 2005 649

Book 2005 Page 649 Type 04 02 Pages 5  
Date 2/14/2005 Time 2:50 PM  
Rec Amt \$27.00

MICHELLE "MICKI" UTSLER, COUNTY RECORDER  
MADISON IOWA



E  
✓ AgStar Financial Services ACA  
PO Box 7438  
Rochester MN 55903-9796

Space Above is for Recording Information

## AGREEMENT FOR EXTENSION OR REAMORTIZATION

Loan No. 7608189100

BY THIS AGREEMENT dated January 31, 2005, Aaron Finch and Loretta L Harvey, husband and wife ("Borrowers), whose address is 1337 Pitzer Rd., Earham Iowa 50072, being the parties liable for payment of the indebtedness evidenced by a promissory note or supplementary loan agreement dated January 10, 2005 in the original principal amount of \$305,000.00 ("Note") and the owners of the property securing the Note, and AgStar Financial Services, FLCA a federally chartered corporation ("Lender"), whose address is 1921 Premier Dr., Mankato, Minnesota 56001, the owner of the Note, in consideration of mutual benefits agree as follows:

1. **Amount Amortized.** As of the effective date of January 10, 2005, the amount to be amortized shall consist of the unpaid principal, advances made by the Lender, past due interest, if any, and accrued interest on the foregoing and,  if this box is checked, an amount for the purchase of stock or participation certificates pursuant to the bylaws of the Lender or the Lender's parent association, as applicable.
2. **Repayment Plan.** Interest on the principal amount remaining from time to time unpaid shall accrue at the rate or rates provided in the Note, as it may have been amended. Principal and interest under the Note and this Agreement shall be paid on an amortization plan as follows:  
 (Equal Payments) Both principal and interest are payable in 29 equal installments, beginning on the first day of April, 2005, and annually thereafter, and a final installment of the balance of principal and interest remaining unpaid is payable on the first day of April, 2034 unless the Note shall mature prior thereto because of advance payments of principal.

**AGREEMENT FOR EXTENSION OR REAMORTIZATION (Page 2 of 4)**

(Decreasing Payments) Principal is payable in \_\_\_\_\_ equal installments, beginning on the first day of \_\_\_\_\_, and \_\_\_\_\_ thereafter, and a final installment of the balance of principal remaining unpaid is payable on the first day of \_\_\_\_\_ unless the Note shall mature prior thereto because of advance payments of principal; and interest is payable in addition to principal on said principal payment dates.

(Irregular Payments) Principal and interest are payable as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Unless the provision for Irregular Payments is checked, if the period of time from the effective date of this Agreement to the due date of the first installment is more than the interval between installments, there may be an interest only payment due one installment interval prior to the due date of the first installment or the interest may be included in the first installment at the option of the Lender, but if the period is less than one installment interval, then the first installment shall be decreased by the amount of interest not yet accrued for that installment.

3. **Mortgage.** The Note is secured by a mortgage or deed of trust ("Mortgage") dated January 10, 2005, and recorded in Book - Volume - Liber 2005 at page 725 or Document, Microfilm, or other Identifying No. \_\_\_\_\_ in the office of the County Recorder/Register of Deeds/Registrar of Titles for Dallas County, State of Iowa\*\* (For states requiring real estate description) The Mortgage covers the following described land in said county and state:

See attached Exhibit A.

\*\*and a mortgage dated January 10, 2005 and recorded as Document No. 2005 218, in the records of Madison County, Iowa.

4. **Advance Payments.** Advance payments made by the Borrowers shall, at the option of the Lender, (a) be held by the Lender and then applied to installments of principal and interest next scheduled to mature in the order of maturity, (b) be immediately applied to payment of principal then outstanding, resulting in a reamortization of the remaining balance of the loan over the remaining term under the existing payment plan and in a corresponding reduction in the amount of future installments of principal and interest, or (c) be immediately applied to payment of principal then outstanding, with a corresponding reduction in the number of future installments of principal and interest in the inverse order of maturity, thus discharging the loan at an earlier date; provided, in any event, the Lender may, at its option, first apply any advance payment to the payment of interest accrued to the date of the advance payment.

**AGREEMENT FOR EXTENSION OR REAMORTIZATION (Page 3 of 4)**

5. **Financial Statements.** Upon request by the Lender, the Borrowers agree to provide a verifiable balance sheet and income statement, and such other records specifically required by the Note, Mortgage, other security documents, or any amendatory agreement to any of these, in a form acceptable to the Lender.

6. **Continued Liability.** Except as modified in this Agreement, the Note and Mortgage, as they may have been amended, shall continue in effect according to their terms. Borrowers hereby assume and agree to pay the indebtedness according to the terms of the Note, as it may have been amended, and this Agreement. Lender reserves recourse against all persons liable for payment of the indebtedness, including those not signing this Agreement. Notwithstanding this Agreement, any such persons not signing this Agreement may demand the enforcement of the Note and Mortgage, as they may have been amended, according to their terms.

If this provision is checked, \_\_\_\_\_

(Association) is executing this Agreement as the agent for AgriBank, FCB, acting pursuant to a power of attorney of record.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**LENDER (As named above)**  
By: Patti Herber  
Name: Patti Herber  
Title: CSS & Closing Team Leader

**HOMESTEAD EXEMPTION WAIVER**

I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this mortgage, I voluntarily give up my right to this protection for this property with respect to claims based on this mortgage.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BORROWERS/OWNERS:**

Aaron Finch 2/8/05  
Aaron Finch Date Signed  
Loretta L. Harvey 2/8/05  
Loretta L Harvey Date Signed

AGREEMENT FOR EXTENSION OR REAMORTIZATION (Page 4 of 4)

STATE OF ~~MINNESOTA~~ Iowa )  
 ) ss. (Individual)  
COUNTY OF Union )

On 2-8-2005, before me personally appeared Aaron Finch and Loretta L. Harvey, husband and wife, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Name: Nicole Riley Cooney  
Notary Public, State of Iowa  
Commissioned in Union County

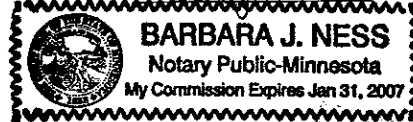
My commission expires 1/29/2006

STATE OF MINNESOTA )  
 ) ss. (Corporation)  
COUNTY OF )

On 2-2-05, before me personally appeared Patti Herber to me personally known, who, being by me duly sworn, did say that he/she/they is/are the CSS & Closing Team Leader of AgStar Financial Services, FLCA a corporation, and is/are duly authorized by its Board of Directors to execute the foregoing instrument on behalf of said corporation and further acknowledged before me said instrument to be the free act and deed of said corporation and that he/she/they executed said instrument for the consideration and purposes therein mentioned.

Name: Barbara J. Ness  
Notary Public, State of MN  
Commissioned in Dodge County

My commission expires 1-31-07



This instrument was drafted by: by Cathy Perry (Patti H), AgStar Financial Services, PO 7438  
3555 9th St NW, Ste 400, Rochester, MN 55901 05903

**EXHIBIT A**  
**Attached to Agreement for Extension or Reamortization**  
**Dated January 31, 2005**

Tract I:

W½ NE¼, Sec. 28, Twp. 81N, Rge. 26W, **Dallas County**, Iowa.

Also, all that real property located and being in the **County of Madison**, State of Iowa, described as follows, to-wit:

Tract II:

E½ SE¼; and the SE¼ NE¼, Sec. 29, Twp. 74N, Rge. 28W, **Madison County**, Iowa, LESS AND EXCEPT the following two tracts:

(a) EXCEPTING: Beginning at the Southwest corner of the SE¼ SE¼, Sec. 29, Twp. 74N, Rge. 28W, **Madison County**, Iowa; running thence along the West line of the SE¼ SE¼, North 00 degrees 10'42" West 306.11 feet; thence South 89 degrees 48'19" East, 786.15 feet; thence South 00 degrees 10'42" East 303.44 feet to the South line of said Sec. 29; thence along said South line North 90 degrees 00'00" West 786.14 feet to the point of beginning;

(b) AND ALSO EXCEPTING: A tract of land in the SE¼ SE¼, Sec. 29, Twp. 74N, Rge. 28W, **Madison County**, Iowa, more particularly described as follows: Commencing at the Southeast corner of the SE¼ SE¼ of said Sec. 29; thence along the South line of said SE¼ SE¼, North 90 degrees 00'00" West, 533.66 feet to the point of beginning; thence continuing along said South line, North 90 degrees 00'00" West 554.70 feet; thence North 00 degrees 10'42" West 305.33 feet; thence South 89 degrees 48'19" East 554.71 feet; thence South 00 degrees 10'42" East 303.44 feet to the point of beginning.

AND

Tract III:

A tract of land in the SE¼ SE¼, Sec. 29, Twp. 74N, Rge. 28W, **Madison County**, Iowa, more particularly described as follows: Beginning at the Southwest corner of the SE¼ SE¼ of said Sec. 29; thence along the West line of said SE¼ SE¼ North 00 degrees 10'42", West 306.11 feet; thence South 89 degrees 48'19" East 231.44 feet; thence South 00 degrees 10'42" East, 305.33 feet to the South line of said SE¼ SE¼; thence along said South line, North 90 degrees 00'00" West 231.44 feet to the point of beginning. Subject to existing highways, easements and rights of way of record.

Subject to existing highways, easements and rights of way of record.