

REC \$ 10<sup>00</sup>  
 AUD \$ 1<sup>00</sup>  
 R.M.F. \$ 1<sup>00</sup>

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input type="checkbox"/>

2003 JAN 27 PM 1:25

MICKI UTSLER  
 RECORDER  
 MADISON COUNTY, IOWA

Document Prepared by: **FIRST AMERICAN BANK, ABBIE EIDE, P.O. BOX 71156, CLIVE, IA 50525, 515-226-9998**

**FIRST AMERICAN BANK**  
 P.O. BOX 71156  
 CLIVE, IA 50325-0156  
 800-442-0714 (Lender)

**MODIFICATION AND EXTENSION OF MORTGAGE**

<b>BORROWER</b> MADISON COUNTY JOINT VENTURE	<b>MORTGAGOR</b> MADISON COUNTY JOINT VENTURE
<b>ADDRESS</b> 317 6TH AVENUE, SUITE 801 DES MOINES, IA 50309	<b>ADDRESS</b> 317 6TH AVENUE, SUITE 801 DES MOINES, IA 50309
TELEPHONE NO. IDENTIFICATION NO.	TELEPHONE NO. IDENTIFICATION NO.
<b>ADDRESS OF REAL PROPERTY: RR1 MADISON COUNTY, IA</b>	

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 14TH day of JANUARY, 2003, is executed by and between Lender and the parties identified above.

A. On JANUARY 14, 2000, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of TWO HUNDRED FIFTY-EIGHT THOUSAND TWO HUNDRED TWENTY-FIVE AND NO/100 (\$ 258,225.00), which Note was secured by a mortgage ("Mortgage") dated JANUARY 14, 2000 executed by Grantor/Mortgagor ("Mortgagor") for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded on JANUARY 14, 2000 as Instrument No. 002649, or in Volume 214 at Page 696 of the records of the Recorder of MADISON County, Iowa. The Note and Mortgage and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. The parties have agreed to modify and extend the maturity date of the Note, and it is necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:

- The maturity date of the Note is extended to JANUARY 14, 2006, at which time all outstanding sums due to Lender under the Note shall be paid in full.
- The parties acknowledge and agree that, as of JANUARY 14, 2003, the unpaid principal balance due under the Note was \$ 245,079.51, and the accrued and unpaid interest on that date was \$ 0.00.
- The Mortgage is further modified as follows:

4. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified.

5. Mortgagor agrees to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

**SCHEDULE A**

THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4), EXCEPT THE NORTH 256 FEET OF THE WEST 340 FEET THEREOF, OF SECTION ONE (1), IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA

LENDER: FIRST AMERICAN BANK  
 By: Raymond M. Meister  
 RAYMOND MEISTER  
 EXECUTIVE VICE PRESIDENT

MORTGAGOR: MADISON COUNTY JOINT VENTURE  
 X DTS LLC. Daniel J. Stanbrough  
 DTS, L.L.C.  
 BY: DANIEL J. STANBROUGH, OPER. MGR.

MORTGAGOR: MADISON COUNTY JOINT VENTURE  
K and P, L.L.C. Kenneth J. Baur operat'g mgr.  
 K AND P, L.L.C.  
 BY: KENNETH J. BAUR, OPER. MGR.

MORTGAGOR: MADISON COUNTY JOINT VENTURE  
KEB LLC Kurt E. Brewer oper. mgr.  
 KEB, L.L.C.  
 BY: KURT E. BREWER, OPER. MGR.

MORTGAGOR: MADISON COUNTY JOINT VENTURE  
Curtis A. Broek  
 CURTIS A. BROEK

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_,

to me personally known to be the identical person(s) named in and who executed the within and foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.

\_\_\_\_\_, Notary Public  
in and for said County and State

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_,

to me personally known to be the identical person(s) named in and who executed the within and foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.

\_\_\_\_\_, Notary Public  
in and for said County and State

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_,

to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_,

respectively, of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said \_\_\_\_\_ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

\_\_\_\_\_, Notary Public  
in and for said County and State

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_,

to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_,

respectively, of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said \_\_\_\_\_ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

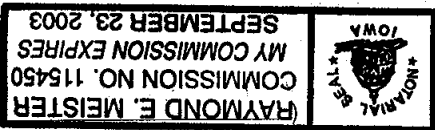
\_\_\_\_\_, Notary Public  
in and for said County and State

STATE OF Iowa }  
COUNTY OF Tolk } SS:

On this 14th day of January 2003, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Daniel J. Stambrough; Kurt E. Brewer; Kenneth J. Baur; Curtis A. Brock,

to me personally known, who being by me duly sworn, did say that the person is one of the partners of Madison County Joint Venture, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Raymond E. Meister, Notary Public  
in and for said County and State



STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_,

to me personally known, who being by me duly sworn, did say that the person is one of the partners of \_\_\_\_\_, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

\_\_\_\_\_, Notary Public  
in and for said County and State

1-77-26, W 1/2 SE 1/4, Exc Tract