

Nelson Craig Kirk
Cynthia J. Kirk
RR 2 Box 213
Story City IA 50218

Union State Bank
201 W. Court
Winterset, Iowa 50273

This agreement relates to
LOAN NUMBER 4250172494
ORIGINALLY DATED August 18 19 88

"I" means the BORROWER(S) named above "You" means the LENDER named above
THIS AGREEMENT DATED July 1 19 95

Definitions: As used in this agreement, the term "I" means the Borrower(s) named above, "You" means the Lender named above, "Original Obligation" means my previous agreement to pay you money (referred to above by Loan Number and original date), and any related agreements such as a security agreement.

Extension Agreement: You and I have entered into an original obligation which is a Real Estate Contract
By entering into this agreement, we are extending the due date(s) of balloon payments of the original obligation

The original due date(s) and the amount(s) of the payment(s) extended by this agreement, are as follows

(a) \$ <u>18,836.96</u> originally due <u>July 1</u> 19 <u>95</u>
(b) \$ _____ originally due _____ 19 _____
(c) \$ _____ originally due _____ 19 _____
(d) \$ _____ originally due _____ 19 _____

The extended due date(s) and the amount(s) then due (including any fees or interest due on the new maturity date(s)) are as follows

(a) <u>Due monthly beginning August 1</u> 19 <u>95</u> \$ <u>243.30</u>
(b) <u>June 1</u> 19 <u>98</u> \$ <u>15,129.41</u>
(c) _____ 19 _____ \$ _____
(d) _____ 19 _____ \$ _____

Cost: For this extension, I agree to pay you the fees and/or additional interest as indicated below

A total fee of \$ 6.00 filing fee

Upon prepayment of the entire outstanding balance of this obligation:

a portion of this fee may be refunded, as provided by law

this fee will not be refunded.

Simple Interest, on the unpaid balances of principal remaining from time to time at the rate of 9.5 % per year from July 1, 1995 until June 1, 1998 This interest rate is less than the rate previously in effect on this obligation

ADDITIONAL TERMS

This agreement does not in any way, satisfy or cancel the original obligation. Except as specifically amended by this agreement, all other terms of the original obligation remain in effect. This means and includes, but is not limited to:

(1) Property which secures the original obligation will continue to secure my total responsibility to pay you as amended by this agreement. (2) All parties who have a responsibility to pay you in any way the original obligation (including any co-makers, endorsers and guarantors) remain responsible for the total amount I owe you as amended by this agreement. If you require the consent to this extension by any additional party, I agree to obtain such consent, and this extension agreement will not be effective if the consent is not obtained. (3) Any post-maturity interest rate provided for in the original obligation (except as specifically contracted for here) shall now begin to apply after the last scheduled payment of the original obligation as amended by this agreement. (4) You will not be responsible to further extend the payments affected by this agreement or any other scheduled payments. All other scheduled payments not affected by this agreement shall remain due as previously scheduled. (5) All provisions for default, remedies, attorneys' fees (if any) etc. remain in effect. (6) My responsibility (if any) to provide insurance on the property which secures the original obligation (if any) shall remain in effect. However, the term of such insurance policy will not be extended to cover any additional term resulting from this agreement unless contracted for and any additional premium is paid. (7) The term of any Credit Life and/or Disability Insurance coverages purchased in connection with the original obligation will not be extended for the additional term provided for in this agreement unless contracted for and any additional premium is paid.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF LENDER

x Sherry Tolley, V.P.
1992 BANKERS SYSTEMS, INC. ST. CLOUD, MN 56301 FORM-LEA 8/28/88
Sherry Tolley, V.P.

SIGNATURE(S) FOR BORROWERS - BY SIGNING BELOW, I AGREE TO THE EXTENSION. I HAVE RECEIVED A COPY OF THIS AGREEMENT ON TODAY'S DATE.

x Nelson C. Kirk Nelson Craig Kirk
x Cynthia J. Kirk Cynthia J. Kirk

\$243.30 is to be paid monthly beginning August 1, 1995 and each month thereafter until June 1, 1998 when the unpaid principal balance and accrued interest is due.
This document will extend a real estate contract dated August 18, 1988 between Union State Bank (Seller) and Nelson Craig Kirk and Cynthia J. Kirk, husband and wife (Buyer), of which real estate contract was recorded in the Office of Recorder of Madison County, Iowa, on the 31st day of August, 1988 at 3:24 P.M., in Book 124 of Contracts on Page 631.

STATE OF IOWA, ss. Inst. No. 5 Filed for Record this 3 day of July 19 95 at 2:58 PM COMPUTER RECORDED COMPARED

MADISON COUNTY, ss. Book 134 Page 426 Recording Fee \$ 6.00 Michelle Utzler, Recorder, By Bruce M. Nible Deputy

ACKNOWLEDGMENT: STATE OF _____ COUNTY OF Story ss.
On this 23 day of June before me, a Notary Public in the State of Iowa, personally appeared Nelson + Cindy Kirk

Individual Acknowledgment: to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

Corporate Acknowledgment: to me personally known, who being by me duly sworn or affirmed did say that that person is _____ (Title) of said corporation, that (the seal affixed to said instrument is the seal of said) (no seal) has been procured by said) corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

STATE OF IOWA } ss.
County of _____ }
On this _____ day of _____ A. D. 19 _____, before me appeared _____ and _____
to me personally known, who, being by me duly sworn, did say that he is the _____ and _____ respectively of _____ and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the voluntary act and deed of said corporation.

Notary Public in and for _____ County, Iowa.