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This document was prepared by: RUTH LAYNE C/O BANKERS TRUST COMPANY, N.A. (515) 245-2907  
665 LOCUST, P.O. BOX 897 DES MOINES, IA 50304-0897

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### MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

BORROWER		MORTGAGOR	
JON W. MCBRIDE HEYOUNG L. MCBRIDE		JON W. MCBRIDE, HUSBAND HEYOUNG L. MCBRIDE, WIFE	
ADDRESS 3252 CUMMING ROAD CUMMING, IA 50061		ADDRESS 3252 CUMMING ROAD CUMMING, IA 50061	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 3252 CUMMING ROAD CUMMING, IA 50061			

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 13th day of December, 2001, is executed by and between the parties identified above and BANKERS TRUST COMPANY, N.A., 665 LOCUST, P.O. BOX 897, DES MOINES, IA 50304-0897 ("Lender").

A. On September 10, 1998, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note or agreement ("Note") payable to Lender in the original principal amount of Fifty Thousand and no/100 Dollars (\$ 50,000.00), which Note is secured by a mortgage ("Mortgage") dated September 10, 1998, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on November 12, 1998 as Instrument No. 1968, or in Volume 203 at Page 487 in 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 Note and Mortgage are hereby modified as follows:

1. TERMS OF REPAYMENT.

The maturity date of the Note is extended to September 10, 2003, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is modified accordingly. The parties acknowledge and agree that, as of December 13, 2001, the unpaid principal balance due under the Note was \$ 0.00, and the accrued and unpaid interest on that date was \$ 0.00. The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.

The Note and Mortgage are further modified as follows:  
**THIS MORTGAGE NOW SECURES CREDIT IN THE AMOUNT OF \$99,000.00. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.**

C. Additional Representations, Warranties and Agreements.

Mortgagor represents and warrants that Mortgagor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. 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. Borrower and Mortgagor agree 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 following described real property located in the County of MADISON, State of Iowa

THE NORTHEAST QUARTER (1/4) OF THE EAST ONE-FOURTH (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION FOURTEEN (14), IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPT A TRACT COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION, THENCE SOUTH 57 1/2 RODS, THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 80 RODS, THENCE NORTH 37 1/2 RODS, THENCE WEST PARALLEL WITH SAID NORTH LINE 10 RODS, THENCE NORTH 20 RODS TO SAID NORTH LINE OF SAID SECTION, THENCE EAST ON SAID SECTION LINE 90 RODS TO THE POINT OF BEGINNING, CONTAINING 30 ACRES, MORE OR LESS.

**SCHEDULE B**

MORTGAGOR: JON W. MCBRIDE

MORTGAGOR: HEYOUNG L. MCBRIDE

*[Signature]*  
JON W. MCBRIDE  
MORTGAGOR:

*[Signature]*  
HEYOUNG L. MCBRIDE  
MORTGAGOR:

MORTGAGOR:

MORTGAGOR

MORTGAGOR:

MORTGAGOR:

BORROWER: JON W. MCBRIDE

BORROWER: HEYOUNG L. MCBRIDE

*[Signature]*  
JON W. MCBRIDE  
BORROWER:

*[Signature]*  
HEYOUNG L. MCBRIDE  
BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: BANKERS TRUST COMPANY, N.A.

By: *[Signature]*  
SHERRI A. FINNEY  
VICE PRESIDENT

STATE OF VA )  
COUNTY OF Folk ) SS:

On this 13th day of December 2001, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Jon W. and Heyoung L. McBride, 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.



*[Signature]*  
Ruth Layne, 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 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