

AGREEMENT FOR EXTENSION OF NOTE AND MORTGAGE SECURING SAME

(This is a Non-Consumer Transaction)

WHEREAS, Robert T. Brown, a Married Person did on the 16th day of September, 19 85, execute and deliver to VALLEY NATIONAL BANK, Des Moines, Iowa, a certain first real estate mortgage recorded in Book 143 on Page 731 of the records of the County Recorder of Madison County, Iowa, to secure the payment of a note of even date therewith in the amount of \$180,000.00 payable to the order of Valley National Bank, the final maturity of said note, and any extension(s) thereof, being September 15, 19 90, on which there remains unpaid the principal sum of \$ 177,728.21 as of April 15, 1987.

NOW, THEREFORE, in consideration of the extension(s) of the payment of said note, the undersigned Robert T. Brown

(hereinafter referred to as "Borrower"), being the present owner(s) of the premises described in said mortgage hereby assumes and promises to pay to the order of Valley National Bank at its offices in Des Moines, Iowa, said principal sum of \$ 177,728.21 with interest thereon from April 15, 1987 until paid at the rate of 10.0 % per annum. Principal and interest shall be payable in consecutive monthly installments of \$ 1,831.00 on the 15th day of each month beginning May 15, 1987. Such monthly installments shall continue until the entire indebtedness is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on September 15, 1990. All payments shall be applied first on interest then unpaid and next upon the balance of the principal; the Borrower having the option of making extra principal payments on any regular interest paying date.

All interest shall be computed for the actual number of days elapsed upon the actual principal balance from time to time outstanding on the basis of a year of 360 days.

NOTICE: THIS LOAN IS PAYABLE IN FULL ON SEPTEMBER 15, 1990

BORROWER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. VALLEY NATIONAL BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. BORROWER WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS BORROWER MAY OWN, OR BORROWER WILL HAVE TO FIND A LENDER WILLING TO LEND BORROWER THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE RATE ON THIS NOTE.

Borrower shall pay to Valley National Bank a late charge of five percent (5%) of any monthly installment not received by Valley National Bank within ten (10) days after the installment is due. The late fee on this loan will be \$ 91.55

Delinquent interest and principals after maturity shall draw interest at the rate of 21 percent per annum from maturity, until paid.

If any monthly installment under said note or any extension(s) thereunder is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of Valley National Bank. The date specified shall not be less than thirty days from the date such notice is mailed. Valley National Bank may exercise the option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect said note, Valley National Bank shall be entitled to collect all reasonable costs and expenses of suit, including but not limited to, reasonable attorney's fees.

Borrower may prepay the principal amount outstanding in whole or in part. Valley National Bank may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless Valley National Bank shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors, and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for hereunder shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to Valley National Bank. Any notice to Valley National Bank shall be given by mailing such notice by certified mail, return receipt requested, to Valley National Bank at the address stated in the first paragraph hereunder, or at such other address as may have been designated by notice to Borrower.

Borrower hereby covenants that the above mortgage is a first lien on the premises therein described and that it shall continue and remain as security for the payment of said principal remaining on said note and mortgage and the interest as hereinbefore stated until paid; and in case of failure to comply with any of the conditions hereof or any of the conditions of the said note and mortgage, all provisions of said instruments, except as modified hereby becoming a part of this instrument, then the whole debt shall at once become due and payable at the option of the owner of said mortgage, and all covenants and conditions of said note and mortgage securing the same shall remain in force, except as modified by this instrument.

Valley National Bank agrees to the foregoing extension and all conditions thereof.

Dated this 24th day of April, 19 87

VALLEY NATIONAL BANK By James A. Bishop Vice President

Robert T. Brown Borrower(s)

FILED NO. 2472 BOOK 148 PAGE 271 1987 JUN -8 AM 8:18 MARY E. WELTY RECORDER MADISON COUNTY, IOWA Fee \$5.00

R R Winterset, Iowa Property Address

STATE OF IOWA COUNTY, ss: On this 24th day of April, A.D. 19 87, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert T. Brown

to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed