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EXTENSION AND MODIFICATION AGREEMENT

COMPUTER   
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Whereas, Brenton State Bank of Dallas Center, Mortgagee, is the owner and holder of a certain promissory note for \$129,000.00, made with Robert D. Kuhns and Patricia N. Kuhns, Husband and Wife, Mortgagor, dated October 5, 1989, payable to the order of the Mortgagee, said note secured by a mortgage was filed for record in the office of the MADISON County Recorder on October 12, 1989 in Book 154 Pages 60, and

Whereas, at the special instance and request of Mortgagor, Mortgagee is willing to extend the time and payment of said note and mortgage under the following terms,

Now, Therefore, in consideration of said extension and further in consideration of the forbearance and agreement to forbear by Mortgagee, Mortgagor does hereby agree with Mortgagee to the following terms and conditions of said note and mortgage as of this date, to-wit:

1. INTEREST

The interest rate shall be 6.50%. The interest rate that I will pay will change in accordance with Section 3 of this Agreement.

2. PAYMENTS

I will make monthly payments on the 11th day of each month beginning November 11th, 1993. I will make these payments every month until said indebtedness is paid in full. My monthly payments will be applied to interest before principal. If on the 11th day of October, 2019, I still owe amounts under said note, I will pay those amounts in full on that date which is called the maturity date.

My initial monthly Principal and Interest Payment will be in the amount of \$800.54. This amount may change to reflect changes in the interest rate I must pay. The Note Holder will determine my monthly payment in accordance with Section 3 of this Note.

3. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 11th day of October, 1996 and on that day of the month every 36 months thereafter. Each date on which my interest rate should change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an "Index". The Index is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of 3 years, as made available by the Federal Reserve Board. The most recent Index figure available as of 45 days before each Change Date is called the "Current Index". If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of its choice.

(C) Calculation of Changes

Before each Change Date, the note Holder will calculate my new interest rate by adding Two and three-fourths percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 3(D) below, this rounded amount will be my new interest rate until the next Change Date. The Note Holder will then determine the amount of my monthly payment

that would be sufficient to repay in full the principal I am expected to owe on the Change Date in substantially equal payments by the maturity date at my new interest rate. The result of this calculation will be the new amount of my monthly payment.

(D) Limit of Interest Rate Changes

The interest rate that I pay at the first Change Date will not be greater than 8.50% or less than 4.50%. Thereafter, my interest rate will never be increased or decreased on any Single Change Date by more than 2 percent from the rate of interest I have been paying for the preceding 36 months. My interest rate will never be greater than 11.50 or less than 2.75%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will mail or deliver to me a notice before each Change Date. The notice will advise me of:

- (i) the new interest rate on my loans as of the Change Date;
- (ii) the amount of my monthly payment following the Change Date;
- (iii) any additional matters which the Note Holder is required to disclose; and
- (iv) the title and telephone number of a person who will answer any questions I may have regarding the notice.

4. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Instrument will be given by mailing it first class mail or by delivering it to me at the Property Address or at a different address if I give the Note Holder a notice of my different address.

Except as herein modified or amended, the terms and provisions of the original note and mortgage shall remain in force and effect.

This extension and modification agreement by said Purchasers is joint and several and shall bind them, their heirs, personal representatives, successors and assigns.

In witness whereof, the parties have hereunto executed this instrument the 12th day of October, 1993.

BRENTON STATE BANK

X Robert D. Kuhns  
Robert D. Kuhns

Bruce L. Seymour  
Bruce L. Seymour, President

X Patricia N. Kuhns  
Patricia N. Kuhns

Michele T. Blair  
Michele T. Blair, Vice President

State of Iowa ]  
County of Dallas]ss.

On this 12th day of October, 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert D. Kuhns and Patricia N. Kuhns, to me personally known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he (he) executed the same as his (his) voluntary act and deed.



Cassidy Shultz  
Notary Public in and for Dallas  
County, Iowa

State of Iowa ]  
County of Dallas]ss.

On this 24<sup>th</sup> day of October, 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bruce L. Seymour and Michele T. Blair to me personally known, who being by me duly sworn, did say that Bruce L. Seymour is the President, and that Michele T. Blair is the Vice President of the Brenton State Bank of Dallas Center a Corporation located at Dallas Center Iowa, and that the seal affixed to the said instrument is the corporate seal of the said corporation, and that said instrument was by them signed and sealed in behalf of the said corporation, by authority of its Board of Directors, and said Bruce L. Seymour and Michele T. Blair acknowledged the execution of this instrument to be the voluntary act and deed of the said corporation, by them voluntarily executed.

*Carolyn A. [Signature]*

Notary Public in and for Dallas  
County, Iowa



## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 12th day of October, 1993 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Brenton State Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

RR 4, P.O. Box 96, Winterset, Iowa 50273  
[Property Address]

**NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. INTEREST RATE AND SCHEDULED PAYMENT CHANGES

The Note provides for an initial interest rate of 6.50%. The Note provides for changes in the interest rate and the payments, as follows:

### 3. PAYMENTS

#### (A) Scheduled Payments

All references in the Security Instrument to "monthly payments" are changed to "scheduled payments."

I will pay principal and interest by making payments when scheduled; (mark one):

I will make my scheduled payments on the first day of each month beginning on .....

I will make my scheduled payments as follows:

Commencing November 11, 1993 and due monthly thereafter

In addition to the payments described above, I will pay a "balloon payment" of \$ ..... on ..... The Note Holder will deliver or mail to me notice prior to maturity that the balloon payment is due. This notice will state the balloon payment amount and the date that it is due.

#### (B) Maturity Date and Place of Payments

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described in the Note.

My scheduled payments will be applied to interest before principal. If, on October 11, 2019, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my scheduled payments at Brenton Mortgages, Inc. P.O. Box 2229, Des Moines, Iowa 50310 or at a different place if required by the Note Holder.

#### (C) Amount of My Initial Scheduled Payments

Each of my initial scheduled payments will be in the amount of U.S. \$ 800.54. This amount may change.

#### (D) Scheduled Payment Changes

Changes in my scheduled payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my scheduled payment in accordance with Section 4 of the Note.



4. INTEREST RATE AND SCHEDULED PAYMENT CHANGES

(A) Change Dates

Each date on which my interest rate could change is called a "Change Date." (Mark one)

- checkbox The interest rate I will pay may change on the first day of ... and on that day every ... month thereafter.
checkbox The interest rate I will pay may change ... October 11, 1996 ... and on every 36 months thereafter.

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is: The weekly average yield of U.S. Treasury Securities adjusted to a constant maturity of three years.

The most recent Index figure available as of the date [X] 45 days [ ] before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and 75/100 percentage points (2.75%) to the Current Index. The result of this calculation:

- checkbox will not be rounded off.
checkbox will be rounded off by the Note Holder to the nearest 0.125%.
checkbox will be rounded off by the Note Holder up to the nearest %.
checkbox will be rounded off by the Note Holder down to the nearest %.

Subject to the limitations stated in Section 4(D) below, this amount will be my new interest rate until the next change date.

The Note Holder will then determine the amount of the scheduled payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my scheduled payment.

(D) Limits on Interest Rate Changes

- checkbox My interest rate will never be increased or decreased on any single change date by more than 2.00 percentage points from the rate of interest I have been paying for the preceding period.
checkbox My interest rate will never be greater than 11.50% or less than 2.75%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new scheduled payment beginning on the first scheduled payment date after the Change Date until the amount of my scheduled payment changes again.

(F) Notice of Changes

At least 25 days, but no more than 120 days, before the effective date of any payment change, the Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my scheduled payment. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. FUNDS FOR TAXES AND INSURANCE

[Mark one]

- checkbox Uniform Covenant 2 of the Security Instrument is waived by the Lender.
checkbox Uniform Covenant 2 of the Security Instrument is amended to read as follows:

2. SCHEDULED PAYMENTS FOR TAXES AND INSURANCE

(A) Borrower's Obligations

I will pay to Lender all amounts necessary to pay for taxes, assessments, leasehold payments or ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any). I will pay those amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless the law requires otherwise. I will make those payments on the same day that my scheduled payments of principal and interest are due under the Note.

Each of my payments under this Paragraph 2 will be the sum of the following:

- (i) The estimated yearly taxes and assessments on the Property which under the law may be superior to this Security Instrument, divided by the number of scheduled payments in a year; plus,
(ii) The estimated yearly leasehold payments or ground rents on the Property, if any, divided by the number of scheduled payments in a year; plus

(iii) The estimated yearly premium for hazard insurance covering the Property, divided by the number of scheduled payments in a year; plus

(iv) The estimated yearly premium for mortgage insurance (if any), divided by the number of scheduled payments in a year.

Lender will estimate from time to time my yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the "escrow items." Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. The amounts that I pay to Lender for escrow items under this Paragraph 2 will be called the "Funds".

**(B) Lender's Obligations**

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the escrow items. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds, for using the Funds to pay escrow items, for analyzing my payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Funds unless either (i) Lender and I agree in writing, at the time I sign this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

**(C) Adjustments to the Funds**

If Lender's estimates are too high or if taxes and insurance rates go down, the amounts that I pay under this Paragraph 2 will be too large. If this happens at a time when I am keeping all of my promises and agreements made in this Security Instrument, I will have the right to have the excess amount either promptly repaid to me as a direct refund or credited to my future scheduled payments of Funds. There will be excess amounts if, at any time, the sum of (i) the amount of Funds which Lender is holding or keeping, plus (ii) the amount of the scheduled payments of Funds which I still must pay between that time and the due dates of escrow items is greater than the amount necessary to pay the escrow items when they are due.

If, when payments of escrow items are due, Lender has not received enough Funds to make those payments, I will pay to Lender whatever additional amount is necessary to pay the escrow items in full. I must pay that additional amount in one or more payments as Lender may require.

When I have paid all of the sums secured, Lender will promptly refund to me any Funds that are then being held by Lender. If, as a result of the exercise by Lender of any of its rights under this Security Instrument, either Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding at the time to reduce the sums secured.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

x *Robert D Kuhns* ..... (Seal)  
Robert D Kuhns -Borrower  
x *Patricia N. Kuhns* ..... (Seal)  
Patricia N Kuhns -Borrower