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BOOK 146 PAGE 369

1986 SEP 15 PM 2:29

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $20.00

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PAGE

AMENDMENT AND EXTENSION TO MORTGAGE

THIS AGREEMENT, made and entered into effective the 1st day of November, 1985, by and between **DON L. WILLMS** and **JO ANN WILLMS**, husband and wife, and **CHARLES E. SMOLDT** and **DARLENE A. SMOLDT**, husband and wife (collectively, the "Mortgagor"), and **BANK OF OKLAHOMA, OKLAHOMA CITY, N.A.**, a national banking association ("Successor Mortgagee"),

W I T N E S S E T H:

THAT WHEREAS, on the 1st day of December, 1983, Mortgagor made, executed and delivered to Bank of Oklahoma, N.A., of Tulsa, Oklahoma ("Original Mortgagee"), a certain Real Estate Mortgage (the "Mortgage") covering the following described property (the "Mortgaged Premises") situated in the County of Madison, State of Iowa, to wit:

A tract of land containing approximately 312 acres, more or less, more particularly described as follows:

All of the West Half (W/2) of Section 35, Township 76 North, Range 29 West of the 5th Principal Meridian, less and except

(a) A parcel of land described as: the south 676.4 ft. of the West 322 ft. of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section 35, Township 76 North, Range 29 West, containing 5 acres more or less, including .5124 acres of county road right-of-way; and

(b) A parcel of land: commencing at the Southwest corner of Section 35, Township 76 North, Range 29 West; thence north 90°0' east for a distance of 936.1 ft. along the south-line of said Section 35; thence north 0°0' for a distance of 70 ft. to the point of beginning; thence north 90°0' west for a distance of 549.7 ft.; thence north 77°20' west for a distance of 91.2 ft.; thence north 90°0' west for a distance of 240 ft.; thence north 0°20' west for a distance of 307.4 ft.; thence north 15°27' west for a distance of 14.4 ft.; thence south 85°23' east for a distance of 451 ft.; thence north 89°29' east for a distance of 119.4 ft.; thence south 0°20' west a distance of 145.8 ft.; thence north 90°0' east for a distance of 56 ft.; thence south 2°43' east for a distance of

RETURN TO: BANK [illegible]
COLL[illegible] DEPT.
P. O. BOX 24128
OKLAHOMA CITY, OK 73124

RETURN TO: BANK of OKLA., OKC, N.A.
COLLATERAL DEPT.
P. O. BOX 24128
OKLAHOMA CITY, OK 73124

7 ft.; thence north 89°5' east for a distance of 260.3 ft.; thence south 0°8' west a distance of 157.4 ft. to the point of beginning, containing 5.1347 acres, more or less;

which Mortgage was recorded in the Office of the County Clerk of Madison County, Iowa, on December 21, 1983, in Book 139, at Page 251, and was given to secure the original principal sum of One Million Five Hundred Thousand Dollars ($1,500,000.00), evidenced by promissory Notes (the "Notes") of even date with the Mortgage more particularly described as follows:

(a) Promissory Note of Charles E. Smoldt in the principal amount of $750,000, payable to the Mortgagee's order ON DEMAND, and if no demand, on August 1, 1985, together with interest payable quarterly, as and at the rate more particularly described therein; and

(b) Promissory Note of Don L. Willms, in the principal amount of $750,000, payable to Mortgagee's order ON DEMAND, and if no demand, on August 1, 1985, together with interest payable quarterly as and at the rate more particularly described therein,

WHEREAS, the Notes and the Mortgage have been assigned by the Original Mortgagee to the Successor Mortgagee, by an Assignment of Real Estate Mortgage dated January 9, 1985 ("Assignment"), which Assignment was filed in Madison County, Iowa, on March 7, 1986, and recorded in said County in Book 145, Page 70; and

WHEREAS, the Mortgage provided that it secured the Note and all extensions, renewals and changes in form of the Notes; and

WHEREAS, the Notes have been extended and renewed by the execution of replacement notes (the "Extension Notes") of even date herewith in the aggregate principal sum of $580,000.00, more particularly described as follows:

(a) Promissory Note of Charles E. Smoldt in the principal amount of $290,000.00, payable to Successor Mortgagee's order ON DEMAND, and if not demand, on May 1, 1986, together with the interest thereon payable quarterly as, and at the rate, more particularly described therein; and

(b) Promissory Note of Don L. Willms in the principal amount of $290,000.00, payable to Successor Mortgagee's order ON DEMAND, and if no demand, on May 1, 1986, together with the interest thereon payable quarterly as, and at the rate, more particularly set forth therein;

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby amends said Mortgage to secure the payment of the Extension Notes as extensions and renewals of the Notes as if originally described therein.

It is understood that, at any time before the cancellation and release of this Amendment and Extension to Mortgage, the Extension Notes and the Mortgage, including the terms of repayment thereof, may from time to time be modified or amended in writing by the parties liable thereon and the holder thereof to include any future advance or advances for any purposes made by the holder, at its option, to or for said parties liable thereon. Mortgagor covenants and agrees that the Mortgage and this Amendment and Extension to Mortgage secure any and all such future advance or advances, whether the same are of the same or a difference kind or quality as the original advances, and whether or not related to the original advances, and whether or not related to the original advances, together with the specified interest thereon not evidenced by said Extension Notes.

The parties further agree that the above-described Extension Notes shall be secured by the Mortgage to the same extent as originally described therein and all terms and conditions of said Mortgage shall apply hereto and are incorporated herein by reference.

IN WITNESS HEREOF, the parties hereto have executed these presents the day and year first above written.

"Mortgagor"

Don L. Willms

Don L. Willms

Jo Ann Willms

Jo Ann Willms

Charles E. Smoldt

Charles E. Smoldt

Darlene A. Smoldt

Darlene A. Smoldt

"Successor Mortgagee"

BANK OF OKLAHOMA, OKLAHOMA CITY, N.A.

ATTEST:

By _____
Its _____

[SEAL]

By William J. Clum
Its Vice-President

STATE OF Nebraska)
) SS.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 3rd day of December, 1985, by Don L. Willms and Jo Ann Willms, of Papillian, Nebraska, as their free and voluntary act for the purposes therein set forth.

GENERAL NOTARY-State of Nebraska
LaDONNA GREENFIELD
My Comm. Exp. Sept. 27, 1989

LaDonna Greenfield
Notary Public

My Commission Expires:

STATE OF IOWA)
) SS.
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 13 day of December, 1985, by Charles E. Smoldt and Darlene A. Smoldt, husband and wife, of Grundy Center, Iowa, as their free and voluntary act for the purposes therein set forth.

SUSAN ROESE
Iowa
NOTARIAL SEAL

Susan Roese
Notary Public

My Commission Expires:
October '86

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