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JANICE WEEKS
CLERK OF DISTRICT COURT
MADISON COUNTY, IOWA

IN THE IOWA DISTRICT COURT FOR MADISON COUNTY

UNION STATE BANK OF WINTERSET, Plaintiff vs. JOHN E. CUNNINGHAM AND KATHERINE J. CUNNINGHAM, Defendants.	LAW NO. 22586 SATISFACTION OF JUDGMENT

Comes now Union State Bank of Winterset, Plaintiff, and hereby acknowledges satisfaction in full of the judgment entered herein in favor of Plaintiff against the Defendants, John E. Cunningham and Katherine J. Cunningham.

Dated this 19th day of February, 1985.

Compared

FILED NO. 1512
BOOK 141 PAGE 682

1985 MAR 22 PM 3:31

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $15.00

C. R. Bentz
Attorney at Law
210 N. 1st
Winterset, Iowa 50273
Tele: (515) 462-3392

ATTORNEY FOR PLAINTIFF

January 20, 1985

This is to acknowledge payment in full of all obligations of John E. Cunningham and Katherine J. Cunningham to Union State Bank. Three (3) cancelled notes are attached hereto.

Union State Bank

D. A. Bolton
Executive Vice President
and Trust Officer

For Use in all simple interest business, commercial and agricultural loans and for all simple interest loans to organizations.

33290

Name Cunningham, John E. Date 4-27-82 Amount $9500.00**

Note & Acct No. 504 30 Term 181 Days Due Date 10-25-82

Purpose Pay Taxes, FLB Pymt., Pickup Pymt., Farm Service

PROMISSORY NOTE

FOR VALUE RECEIVED the undersigned jointly and severally, as principals, promise to pay to the order of Union State Bank, Winterset, Iowa 50273 at its principal place of business, or at such other place as may be designated from time to time by the holder of this note, the principal sum of Nine thousand five hundred and 00/100---------- Dollars ($ 9500.00**) with interest to maturity at the rate of 17.5 percent (824.42 Int.) per annum on the balance remaining from time to time unpaid and after either maturity or default at the rate of _____ percent (_____) per annum; said principal and interest to be paid at the above indicated due date or as follows: _____

or in _____ equal installments of $_____ each and one final installment of $_____, all payable on the same day of each successive month beginning on the _____ day of _____, 19_____, with any then remaining principal balance and interest due at maturity, each such payment to be applied first in payment of interest due on the unpaid principal and the remainder in reduction of the principal.

If default is made in the payment of this note, or if holder believes itself insecure, the entire principal and accrued interest shall at once become due and payable without notice at the option of the holder of this note, and thereupon the undersigned agree to pay all cost of collection, including attorney fees. Failure to exercise this option shall not constitute a waiver of the right to declare the entire principal amount of this note and interest thereon due and payable at once at any subsequent time.

This note is secured by all existing and future security interests contained in security agreements between the maker(s) and holder, or holder and any endorser, surety or guarantor of this note, and payment may be accelerated according to any of them. The undersigned agree that holder may, without notice or demand, setoff against any credit balance or other money now or hereafter owed the undersigned by holder any amount unpaid under this note.

Without affecting the liability of any maker, endorser, surety or guarantor, the holder may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral which is security for the payment of this note or agree not to sue any party liable. Any maker, endorser, surety or guarantor further agrees that the holder is not required to first resort for payment to any collateral.

Presentment, demand, protest, notice and diligence in bringing suit against any party are hereby waived by all persons signatory hereto, either as makers, endorsers, sureties or guarantors.

Maker represents and warrants that the extension of credit evidenced by this note is for business, commercial or agricultural purposes, or is to an organization.

If this note is secured by a security agreement(s), check box ☒. Date of security agreement(s): 2-14-79, 19____/_____, 19____.

Additional provisions: Repayment from Farm Income

ADDRESS OF BORROWER

RR #1
(No. & Street or Rural Route No.)
Winterset, IA 50273
(Town) (State) (Zip Code)

(Phone) (Home) (Business)

(Name of Corporation, Partnership or Organization)
John E. Cunningham
(Signature)
(Type Name) (Title) (Soc. Sec. No.)
Katherine J. Cunningham
(Signature)
(Type Name) (Title) (Soc. Sec. No.)

No. 12—Standard Note Iowa Bankers Association—Maynard Printing, Inc., Des Moines—Copyright June 1980

ORIGINAL — OFFICE

TYPE NAME John E. Cunningham ORIG. AMT.: 9500.00 504 33290 Due 4-25-83

	PAYMENTS: DATE OF PAYMENT	INTEREST: AMOUNT	INTEREST: TO DATE PAID	ON PRINCIPAL	BALANCE OF PRINCIPAL UNPAID	
1	10 26 82	828 40	10 26 82	1000 —	8500 —	
2	11 29 83	1498 01	11 29 83	803 91	7696 09	by
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						

EXTENSION AGREEMENT - 1

FOR VALUE RECEIVED on October 26 19 82 the undersigned hereby agrees to an extension of time of payment of the unpaid balance of this note in the amount of $8500.00 for a period of 181 days from 10-26-82, such balance to bear interest at 16 % per cent per annum. 674.41 int

In all other respects, the undersigned agree that the obligations of all parties in this note shall remain the same and hereby affirm all of the provisions of this note.

X John E Cunningham Maker

_____ Maker

by _____

EXTENSION AGREEMENT - 2 Due 11-28-8

FOR VALUE RECEIVED on 11-29-83 19____ the undersigned hereby agrees to an extension of time of payment of the unpaid balance of this note in the amount of $7696.09 for a period of 365 days from 11-29-83, such balance to bear interest at 14.5 % per cent per annum. $1131.43 i

In all other respects, the undersigned agree that the obligations of all parties in this note shall remain the same and hereby affirm all of the provisions of this note.

X John E Cunningham Maker

_____ Maker

by _____

December 7, 19 76

MAKER(S) (MORTGAGOR(S)) NAME(S) & ADDRESS(S)	John E. Cunningham and Katherine J. Cunningham Winterset, Iowa	LENDER(S) (MORTGAGEE(S)) NAME(S) & ADDRESS(S)	UNION STATE BANK WINTERSET, IOWA 50273 BY: [signature]
		AMOUNT $	110,000.00
		PAYMENT $	12,300.00
		DUE	12-1 OF EA. MO.
		LOAN NUMBER	950

NOTE & PAYMENT SCHEDULE: FOR VALUE RECEIVED, the undersigned Maker(s), jointly and severally, as principals, promise to pay to the order of the above named Lender(s) (at the Lender(s) address(s)) the principal sum of One hundred Ten Thousand and no/100-- *DOLLARS $* 110,000.00 *with interest from* December 7, 19 76, *the date of advance, at the rate of* 9 *percent per annum payable* annually *on the balance remaining from time to time unpaid. Said principal and interest shall be payable in* annually *installments of* Twelve Thousand Three Hundred and no/100------------------------------ *DOLLARS $* 12,300.00 *commencing on the* 1st *day of* December, 19 77 *and continuing on the* 1st *day of each* December *thereafter until this note is fully paid, except that the final payment of principal and interest if not sooner paid shall be due and payable on the* 1st *day of* December, 19 86. *Delinquent interest and principals after maturity shall draw interest at the* **MAXIMUM LEGAL RATE PER ANNUM** *until fully paid.*

The **FINANCE CHARGE** *for this loan transaction, expressed as an* **ANNUAL PERCENTAGE RATE** *is* 9 *% PER ANNUM. Said* **FINANCE CHARGE** *will begin to accrue on* December 7, 19 76 *the date of advance of the principal sum.*

PREPAYMENT: The Maker(s) has (have) the option of making extra principal payments hereon on any regular installment date. Such additional payments are not to reduce the regular payments herein contracted to be made, but are to operate to discharge the note at an earlier date.

1. PROCEEDS	2. CLOSING COSTS*	3. CREDIT LIFE INS.	4. A. & H. INS.	5.	6. AMOUNT FINANCED
$ 110,000.00	$ 150.00	$ -0-	$ -0-	$ 10,000.00	$

*CLOSING COSTS are not part of the FINANCE CHARGE. They are costs of the Maker(s) to cover preparation of Title Opinions, Continuations of Abstracts, Title Searches, Recording and other documents and/or procedures required to comply with State and/or Federal Regulations.

This note is secured by a real estate mortgage of even date herewith, which is a first lien on real estate in Madison County, State of ________. In the event of conveyance thereof or vesting of title in persons other than the Maker(s), the entire balance owing hereunder at the option of the Lender(s) shall become immediately due and payable.

It is hereby agreed that if default be made in the payment of this note or any part thereof, or any interest thereon, or if failure be made to perform any of the covenants or agreements contained in said mortgage securing this note, then, at the option of the holder of the same, the principal sum, with accrued interest, shall at once become due and collectable, without notice, time being of the essence of this contract. I, or we, also agree to pay attorney's fees in case of suit on this note. This contract is to be construed in all respects and enforced according to the laws of the State.

All persons or corporations now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors and assigns respectively, expressly waive presentment for payment, notice of dishonor, protest, notice of protest, and diligence in collection, and consent that the time of such payment or any part thereof may be extended by the holder hereof, without in anywise modifying, altering, releasing, affecting or limiting their respective liability of the lien of said mortgage.

Credit Life and Accident & Health Insurance are voluntary and not required for Credit. If the Maker(s) obtain this Insurance through the Lender(s), the cost will be $________

(   ) I DO   (   ) I DO NOT desire Insurance Coverage as Indicated above.

X ________, 19____

By signing below, the Maker(s) sign(s) this note, and also acknowledge(s) receipt of a copy of this contract fully completed on its inception date.

X [signature]
John E. Cunningham

XX [signature]
Katherine J. Cunningham

FORM 638 UNITED STATES

FIRST MORTGAGE NOTE & DISCLOSURE

December 9, 19 80

MAKER(S) (MORTGAGOR(S)) NAME(S) & ADDRESS(S)	~~John E. Cunningham &~~ Katherine J. Cunningham	LENDER(S) (MORTGAGEE(S)) NAME(S) & ADDRESS(S)	UNION STATE BANK WINTERSET, IOWA 50273 BY: [signature]
		AMOUNT $	135,000.00
		PAYMENT $	135,000.00
		DUE	12-1-1980 OF EA. MO.
		LOAN NUMBER	1106

NOTE & PAYMENT SCHEDULE: FOR VALUE RECEIVED, the undersigned Maker(s), jointly and severally, as principals, promise to pay to the order of the above named Lender(s) (at the Lender(s) address(s)) the principal sum of One Hundred Thirty Five Thousand and no/100-- *DOLLARS $* 135,000.00 *with interest from* December 9, 19 80, *the date of advance, at the rate of* 12 *percent per annum payable* annually *on the balance remaining from time to time unpaid. Said principal and interest shall be payable in* one *installments of* One Hundred Thirty Five Thousand and no/100------------------------------------ *DOLLARS $* 135,000.00 *commencing on the* 1st *day of* December, 19 86 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX *except that the final payment of principal and interest if not sooner paid shall be due and payable on the* 1st *day of* December, 19 86. *Delinquent interest and principals after maturity shall draw interest at the* **MAXIMUM LEGAL RATE PER ANNUM** *until fully paid.*

The **FINANCE CHARGE** *for this loan transaction, expressed as an* **ANNUAL PERCENTAGE RATE** *is* 12 *% PER ANNUM. Said* **FINANCE CHARGE** *will begin to accrue on* December 9, 19 80, *the date of advance of the principal sum.*

PREPAYMENT: The Maker(s) has (have) the option of making extra principal payments hereon on any regular installment date. Such additional payments are not to reduce the regular payments herein contracted to be made, but are to operate to discharge the note at an earlier date.

1. PROCEEDS	2. CLOSING COSTS*	3. CREDIT LIFE INS.	4. A. & H. INS.	5.	6. AMOUNT FINANCED
$ 135,000.00	$	$ -0-	$ -0-	$ -0-	$ 135,000.00

*CLOSING COSTS are not part of the FINANCE CHARGE. They are costs of the Maker(s) to cover preparation of Title Opinions, Continuations of Abstracts, Title Searches, Recording and other documents and/or procedures required to comply with State and/or Federal Regulations.

This note is secured by a real estate mortgage of even date herewith, which is a first lien on real estate in Madison County, State of Iowa. In the event of conveyance thereof or vesting of title in persons other than the Maker(s), the entire balance owing hereunder at the option of the Lender(s) shall become immediately due and payable.

It is hereby agreed that if default be made in the payment of this note or any part thereof, or any interest thereon, or if failure be made to perform any of the covenants or agreements contained in said mortgage securing this note, then, at the option of the holder of the same, the principal sum, with accrued interest, shall at once become due and collectable, without notice, time being of the essence of this contract. I, or we, also agree to pay attorney's fees in case of suit on this note. This contract is to be construed in all respects and enforced according to the laws of the State.

All persons or corporations now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors and assigns respectively, expressly waive presentment for payment, notice of dishonor, protest, notice of protest, and diligence in collection, and consent that the time of such payment or any part thereof may be extended by the holder hereof, without in anywise modifying, altering, releasing, affecting or limiting their respective liability of the lien of said mortgage.

Credit Life and Accident & Health Insurance are voluntary and not required for Credit. If the Maker(s) obtain this Insurance through the Lender(s), the cost will be $________

(   ) I DO   (   ) I DO NOT desire Insurance Coverage as Indicated above.

X ________, 19____

By signing below, the Maker(s) sign(s) this note, and also acknowledge(s) receipt of a copy of this contract fully completed on its inception date.

X [signature]
John E. Cunningham

XX [signature]