Approval No. 7 098 422

EXTENSION AND MODIFICATION AGREEMENT

(Bank Agreement Cases)

THIS AGREEMENT, entered into this 5th day of March, 19 74, by and between

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

a corporation of the State of New Jersey, having its principal office at 763 Broad Street, Newark, New Jersey, hereinafter called "PRUDENTIAL", and

STEVEN K. RADAKOVICH and PENNY RADAKOVICH, husband and wife, residing at Earlham, Iowa, hereinafter called "BORROWER", and

DALLAS COUNTY STATE BANK, Adel, Iowa hereinafter called "BANK",

WITNESSETH:

WHEREAS, BORROWER has borrowed from BANK the sum of $ 170,000.00, evidenced by note or notes in that amount dated March 5, 19 74, and secured by first mortgage, also dated March 5, 19 74, covering 393 acres, more or less, in Madison County, Iowa,

in Book 121, Page 86,

which mortgage is recorded ~~in which it is to be recorded~~ in the records of Madison County; and

WHEREAS, PRUDENTIAL has agreed to purchase said mortgage loan from BANK within a period of two years from the date of the first disbursement by BANK on account of the mortgage loan, upon compliance by BANK with the terms of a contract between it and PRUDENTIAL; and

WHEREAS, BANK has agreed to sell said mortgage loan to PRUDENTIAL as aforestated and is desirous of signifying its assent to the Agreement between PRUDENTIAL and BORROWER, as contained herein;

NOW, THEREFORE, THESE PRESENTS WITNESS, that in consideration of the foregoing and in further consideration of the covenants and agreements herein contained,

A.— PRUDENTIAL and BORROWER have agreed and do hereby agree as follows:

1. Upon purchase of said mortgage loan by PRUDENTIAL and assignment of the mortgage and endorsement of the note to PRUDENTIAL by BANK, PRUDENTIAL and BORROWER agree that thereupon the terms, provisions, conditions and covenants of the said mortgage and note shall be extended and modified as follows:

Maturity of loan shall be extended from MAY 1, 1976 to MAY 1, 1994, and additional payments on account of principal in the amount of FOUR THOUSAND TWO HUNDRED DOLLARS ($4,200.00) shall be payable on the FIRST day of MAY each year, commencing on the FIRST day of MAY, 1977;

RELEASED 10-19-93 MTG
MORTGAGE RECORD 169 PAGE 301

COMPARED

FILED NO. 772
BOOK 121 PAGE 290
1974 MAY -9 AM 9:27
MARY E. [illegible]
RECORDER
MADISON COUNTY, IOWA
Fee 6.50

IND. ✓
REC. ✓
PAGE ✓

All other terms, provisions, conditions and covenants as set forth in said mortgage and note are to remain in full force and effect, except as herein modified and extended.

2. Effective upon and after the date that PRUDENTIAL shall purchase the said mortgage loan, BORROWER agrees to pay the mortgage indebtedness on the terms set forth in paragraph 1 of this Agreement.

B.— BANK joins in the execution of this instrument to signify its assent to the Agreement between PRUDENTIAL and BORROWER, as contained herein.

This Agreement shall become effective only upon purchase of said mortgage loan by PRUDENTIAL and assignment thereof to it.

The word "mortgage" as used in this Agreement shall be deemed and construed to mean mortgage, deed of trust or other security instrument, and the word "note" shall be deemed and construed to mean note or bond, as may be commonly used in the State in which the security is located. The word "BORROWER" as used in this Agreement shall be deemed and construed to mean the person or persons who execute the mortgage and note, whether one or more, and also the heirs, devisees, personal representatives, successors and assigns of BORROWER. The words "PRUDENTIAL" and "BANK" shall be deemed and construed to include the successors and assigns of PRUDENTIAL and BANK, respectively.

IN WITNESS WHEREOF, PRUDENTIAL has executed this Agreement by its officers thereunto duly authorized and has affixed its corporate seal, and BORROWER has signed and sealed this Agreement the day and year first above written.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,

By M. N. Toussaint Vice President

Roy L. Sanford Assistant Secretary

Witness:

Irene Daugherty

Steven K. Radakovich (SEAL)
Steven K. Radakovich

Penny Radakovich (SEAL)
Penny Radakovich

Dallas County State Bank
Bank

By George Merriam
George Merriam, Sr. Vice President

(Acknowledgments)

EXTENSION AND MODIFICATION AGREEMENT
(Bank Agreement Cases)

Between
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

and

and

Dated: , 19

MTG. REC. 121

COMB 19453—ED 7-59

STATE OF IOWA)
COUNTY OF DALLAS) ss:

On this 12th day of March, A.D., 19 74, before me, Irene Daugherty, a Notary Public in and for said County, personally came Steven K. Radakovich and Penny Radakovich, husband and wife, personally to me known to be the identical persons whose names are affixed to the above and foregoing instrument as mortgagors, and he acknowledged the said instrument and the execution thereof to be their voluntary act and deed, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and date last above written.

IRENE DAUGHERTY
MY COMMISSION EXPIRES
SEPTEMBER 30, 1977

Irene Daugherty
Notary Public

My Commission expires 9-30-77

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss:

On this 6th day of May, A.D., 1974, before me, a Notary Public in and for Hennepin County, Minnesota, personally appeared M. N. Toussaint, to me personally known, who being by me duly sworn did say that he is a Vice President of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation under the laws of the State of New Jersey, and that the seal affixed to the foregoing instrument is the corporate seal of said Company, and that said instrument was signed and sealed in behalf of said Company by authority of its Board of Directors, and said M. N. Toussaint acknowledged said instrument to be the free and voluntary act and deed of said Company, by it voluntarily executed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Minneapolis, the day and year last above written.

Rita B. Town
Notary Public in and for Hennepin County, Minnesota

RITA B. TOWN
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
My Commission Expires Feb. 16, 1975

My Commission expires

STATE OF IOWA)
COUNTY OF DALLAS) ss:

On this 29th day of April, A.D., 19 74, before me, a Notary Public in and for Dallas County, Iowa, personally appeared George Merriam Sr. Vice, to me personally known, who being by me duly sworn did say that he is President of DALLAS COUNTY STATE BANK, Adel, Iowa, a corporation under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the corporate seal of said Bank, and that said instrument was signed and sealed in behalf of said Bank by authority of its Board of Directors, and said George Merriam acknowledged said instrument to be the free and voluntary act and deed of said Bank, by it voluntarily executed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in Adel, Iowa, on the day and year last above written.

IRENE DAUGHERTY
MY COMMISSION EXPIRES
SEPTEMBER 30, 1977

Irene Daugherty
Notary Public

My Commission expires 9/30/77