294-2362

DELAWARE COUNTY IOWA
FILED

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PEGGY A. PEYTON
DELAWARE COUNTY RECORDER

$11.00

LuAnn McQuillen 101 E. Main St. Manchester, IA 52057 (319)927-4405

AGREEMENT FOR EXTENSION OF MORTGAGE

Whereas, on the 29 day of May, 1991, Dean K. Sherman & Jacqueline K. Sherman executed to Farmers & Merchants Savings Bank, Manchester, IA a certain promissory note dated on that day for the sum of $45,000.00 dollars, payable on the 19th day of January, 1997, and at the same time the said Dean K. Sherman & Jacqueline K. Sherman executed to the said Farmers & Merchants Savings Bank a mortgage bearing even date with the said promissory note upon real estate described in said mortgage as security for the payment of said promissory note which mortgage was recorded in the office of the Recorder of Delaware County, Iowa, on the 3rd day of June, 1991 at 3:22, o'clock P M., in Book 113 of Mortgages, on Page 89, and,

Whereas, Dean K. Sherman & Jacqueline K. Sherman now the owner of the real estate described in said Mortgage and,

Whereas, the said Dean K. Sherman & Jacqueline K. Sherman has agreed with the holder of said promissory note to extend the time of payment thereon,

Now, therefore, the said Dean K. Sherman & Jacqueline K. Sherman hereby agrees to pay on the said principal sum of $17,988.00 Dollars remaining unpaid on the said promissory note and mortgage with interest from 1/19/97 at the rate of 8.4% per cent per annum payable and due on January 19, 2000

and the said Dean K. Sherman & Jacqueline K. Sherman hereby covenant and warrant that said mortgage is a first lien on the real estate therein described and that it shall continue and remain as security for the payment of said principal remaining unpaid on said mortgage, and the interest, as herein before stated from 1/19/97 until paid; and in case of failure to comply with any one of the conditions hereof, or any of the conditions of the said mortgage, all the provisions of said mortgage becoming a part of this instrument, then the whole debt shall at once become due and collectible at the option of the owner of said mortgage; and all the covenants and conditions of said mortgage shall remain in force except as modified by this instrument. If the Note Holder has not received the full amount of any scheduled payment by the end of 10 calendar days after the date is due, I will pay a late charge to the Note Holder. The amount of the charge will be 1.5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

Dated this 5th day of February A.D., 1997

Farmers & Merchants Savings Bank

Dean K. Sherman

Eric C. Anderson, Exec. VP

Jacqueline K. Sherman

State of Iowa
County of Delaware ss.

On this 5th day of February A.D., 1997, before me, LuAnn McQuillen a Notary Public in and for the County of Delaware, State of Iowa, personally appeared Dean K. Sherman & Jacqueline K. Sherman to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

LUANN MCQUILLEN
My Commission Expires
7-30-99

LuAnn McQuillen
Notary Public in and for the State of Iowa
LuAnn McQuillen

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State of Iowa, Delaware County, ss:

On this 5th day of February1997, before me, LuAnn McQuillen, a Notary Public in and for Delaware County, Iowa, appeared Eric C. Anderson to me personally known, who being by me duly sworn, did say that Eric C. Anderson is the Exec. Vice President of the Farmers & Merchants Savings Bank a corporation located at Manchester, 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 corporation, by authority of its Board of Directors, and said Eric C. Anderson acknowledged the execution of this instrument to be the voluntary act and deed of the said corporation, by them voluntarily executed.

Witness my hand and notarial seal, the day and year last above written.

NOTARIAL SEAL IOWA
LUANN MCQUILLEN
My Commission Expires
7-30-99

LuAnn McQuillen
Notary Public in and for Delaware County
LuAnn McQuillen