DELAWARE COUNTY IOWA
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BOOK 1999 PAGE 281
DEBORAH L. PEYTON
DELAWARE COUNTY RECORDER
11.00

Rosemary Drees 101 E. Main St. Manchester, IA 52057 (319)927-4475

AGREEMENT FOR EXTENSION OF MORTGAGE

Whereas, on the 13th day of January, 1993, Louis F. Lyness & Beverly A. Lyness, husband & wife executed to Farmers & Merchants Savings Bank, Manchester, IA a certain promissory note dated on that day for the sum of 27,000.00 dollars, payable on the 13th day of July, 2000, and at the same time the said Louis F. Lyness & Beverly A. Lyness 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 13th day of January, 1993 at 2:52, o'clock P M., in Book 31 of Mortgages, on Page 268, and,

Whereas, Louis F. Lyness & Beverly A. Lyness now the owner of the real estate described in said Mortgage and,

Whereas, the said Louis F. Lyness & Beverly A. Lyness has agreed with the holder of said promissory note to extend the time of payment thereon,

Now, therefore, the said Louis F. Lyness & Beverly A. Lyness hereby agrees to pay on the said principal sum of 8085.44 Dollars remaining unpaid on the said promissory note and mortgage with interest from January 19, 1999 at the rate of 7.18 per cent per annum payable ~~$185.00 is due monthly~~ with maturity date of August 15, 2003 and the said Louis F. Lyness & Beverly A. Lyness 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 January 19, 1999 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 20th day of January A.D., 1999

Farmers & Merchants Savings Bank

BY Eric C. Anderson E.V.P.
Eric C. Anderson, Exec. Vice Pres.

Louis F. Lyness

Beverly A. Lyness

State of Iowa
County of Delaware ss.

On this 22 day of January A.D., 1999, before me, Gary D. Reeder a Notary Public in and for the County of Delaware, State of Iowa, personally appeared Louis F. Lyness and Beverly A. Lyness to me known to be the person s named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Gary D. Reeder
Notary Public in and for the State of Iowa
Gary D. Reeder

GARY D. REEDER
Iowa

State of Iowa, Delaware County, ss:

On this 25th day of January, 1999, before me, Rosemary Drees, 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 Executive Vice President of the Farmers & Merchants Savings Bank a corporation located at Mancheser, Iowa, and that the seal affixed to the said instrument is the corporate seal of the said corporation, and that said instrument was by him signed and sealed in behalf of the corporation, by authority of its Board of Directors, and said Eric C. Anderson ackowledged the execution of this instrument to be the voluntary act and deed of the said corporation, by him voluntarily executed.

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

Rosemary Drees
Notary Public in and for Delaware County

