Book 2012 Page 787
Document 2012 787 Type 04 005 Pages 4
Date 3/12/2012 Time 10:07:05AM
Rec Amt $22.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Mortgage Due Date Extension Agreement

Recorder's Cover Sheet

Preparer Information:
Daniel H. Swift, 108 N. Madison Street, PO Box 207, Manchester, (563) 927-4901

Taxpayer Information:
Chris S./Susan H. Mahley, 6123 Howe Drive, Fairway, Kansas 66205-3451

Return Address
Brett W. Nagel, Community Savings Bank, 101 East Union Street, PO Box 77, Edgewood, Iowa 52042

Grantors:
Chris S. Mahley and Susan H. Mahley

Grantees:
Community Savings Bank .

Legal Description: See Page 2

Document or instrument number if applicable:

MORTGAGE DUE DATE EXTENSION AGREEMENT

NOW ON THE DATES SHOWN BELOW, Chris S. Mahley and Susan H. Mahley, husband and wife (hereinafter referred to as "Mortgagor"), whose address for purposes of this Agreement is 6123 Howe Drive, Fairway, Kansas 66205-3451 and Community Savings Bank, an Iowa Banking Corporation (hereinafter referred to as "CSB"), whose address for purposes of this Agreement is 101 East Union Street, PO Box 77, Edgewood, Iowa 52042, agree as follows:

RECITALS

1. For good and valuable consideration, the Henry L. Mahley Revocable Trust (Family Trust) U/T/A 8/22/91 and the Carol W. Mahley Revocable Trust U/T/A 8/22/91, made, executed and delivered to CSB a Mortgage dated May 22nd, 2002 and filed in the office of the Delaware County Recorder on May 28th, 2002 in Book 2002, Page 2000, and filed in the office of the Fayette County Recorder on the 3rd day of June, 2002, as File Number 2002-2214 in the principal sum of One Hundred Seventy Five Thousand Dollars ($175,000.00). This Mortgage recited a due date of May 22nd, 2012.

2. The Mortgage heretofore referred to, pledged as security and mortgaged the following described real estate to wit:

> Lot 1, Block 2, River Addition to Fayette (excepting therefrom the North 50 feet thereof), Fayette County, Iowa
>
> AND
>
> The North thirty nine (39) feet of Lot One (1) and the North thirty nine (39) feet of the East sixteen (16) feet of Lot Two (2), and that part of Lots One (1), Two, (2), and Eight (8), Block Fifteen (15), Pitkin's Addition to Earlville, formerly Nottingham, Iowa, according to plat recorded in Book I L.D., Page 456, and of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Thirty Five (35), Township Eighty Nine (89) North, Range Four (4), West of the Fifth P.M. described as commencing at a point thirty nine (39) feet South of the Northeast corner of said Lot One (1), and running thence South thirty nine (39) feet, thence West one hundred thirty (130) feet, thence North thirty nine (39) feet, thence East one hundred thirty (130) feet to the point of beginning

3. For good and valuable consideration, the Henry L. Mahley Revocable Trust (Family Trust) U/T/A 8/22/91 and the Carol W. Mahley Revocable Trust U/T/A 8/22/91, made, executed and delivered to CSB a Business Promissory Note dated May 22nd, 2000 in the principal sum of One Hundred Seventy Five Thousand Dollars ($175,000.00). This Note had a maturity date of May 28th, 2012. The heretofore mentioned Mortgage was given to secure this Business Promissory Note.

4. Carol W. Mahley, as Trustee of the Henry L. Mahley Revocable Trust (Family Trust) U/T/A 8/22/91 and Carol W. Mahley, as Trustee of the Carol W. Mahley Revocable Trust U/T/A 8/22/91 conveyed the real estate heretofore described located in Fayette County, Iowa, to Chris S. Mahley and Susan H. Mahley, husband and wife, as joint tenants, with full rights of survivorship, and not as tenants in

common, by Warranty Deed dated April 26th, 2003, and recorded in the Office of the Fayette County Recorder on May 8th, 2003, as File Number 2003-1954.

5. Carol W. Mahley, as Trustee of the Henry L. Mahley Revocable Trust (Family Trust) U/T/A 8/22/91 and Carol W. Mahley, as Trustee of the Carol W. Mahley Revocable Trust U/T/A 8/22/91 conveyed the real estate heretofore described located in Delaware County, Iowa, to Chris S. Mahley and Susan H. Mahley, husband and wife, as joint tenants, with full rights of survivorship, and not as tenants in common, by Warranty Deed dated April 26th, 2003, and recorded in the Office of the Delaware County Recorder on May 9th, 2003, as in Book Number 2003, Page 2229.

6. Mahleys entered into a Mortgage Assumption Agreement on April 28th, 2003 with CSB assuming and agreeing to pay the Promissory Note heretofore referred to and the Mortgage heretofore referred to relating to the real estate located in Fayette County, Iowa, said Mortgage Assumption Agreement being filed of record in the Office of the Fayette County Recorder on May 8th, 2003, as File Number 2003-1957.

7. Mahleys entered into a Mortgage Assumption Agreement on April 28th, 2003 with CSB assuming and agreeing to pay the Promissory Note heretofore referred to and the Mortgage heretofore referred to relating to the real estate located in Delaware County, Iowa, said Mortgage Assumption Agreement being filed of record in the Office of the Delaware County Recorder on May 9th, 2003, in Book 2003, Page 2232.

8. Mahleys, for good and valuable consideration, the receipt of which is hereby acknowledged, and CSB, wish to extend the due date of the Promissory Note heretofore referred to the 28th day of February, 20 27.

9. Mahleys, for good and valuable consideration, the receipt of which is hereby acknowledged, and CSB, wish to extend the due date of the Mortgage heretofore referred to the 28th day of February, 20 27.

IT IS, THEREFORE, AGREED, as follows:

1. The due date of the Mortgage from the Henry L. Mahley Revocable Trust (Family Trust) U/T/A 8/22/91 and the Carol W. Mahley Revocable Trust U/T/A 8/22/91 to CSB, dated May 22nd, 2002 and recorded with the Delaware County Recorder on May 28th, 2002 in Book 2002, Page 2000, and recorded with the Fayette County Recorder on the 3rd day of June, 2002, as File Number 2002-2214 is hereby extended by agreement of the parties to become due and payable on or before the 28th day of February, 20 27.

2. In all other respects, the Mortgage referred to herein, is affirmed, confirmed, ratified, acknowledged, assumed, and accepted by Mahleys.

3. The due date of the Business Promissory Note from Henry L. Mahley Revocable Trust (Family Trust) U/T/A 8/22/91 and the Carol W. Mahley Revocable Trust U/T/A 8/22/91 to CSB dated May 22nd, 2002, is hereby extended to be due and payable on or before the 28th day of February, 20 27.

4. In all other respects, the Business Promissory Note referred to herein, is affirmed, confirmed, ratified, acknowledged, assumed, and accepted by Mahleys.

Dated this 8th day of March, 2012.

COMMUNITY SAVINGS BANK

By _____
Brett W. Nagel, Vice President/
Senior Commercial Lender

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This instrument was acknowledged before me on the 8TH day of MARCH, 2012, by Brett W. Nagel, as Vice President/Senior Commercial Lender of Community Savings Bank.

REGINA R. SELOOVER
Commission Number 196498
My Commission Expires
8/18/13

_____
Notary Public in and for the State of Iowa

Dated this 6th day of March, 2012.

_____
Chris S. Mahley, Individually

STATE OF KANSAS, COUNTY OF Johnson, ss:

This instrument was acknowledged before me on the 10th day of March, 2012, by Chris S. Mahley.

_____
Notary Public in and for the State of Kansas

NOTARY PUBLIC
STATE OF KANSAS
RENEE K. HARPER
My Appt. Exp 10/23/13

Dated this 6th day of March, 2012.

_____
Susan H. Mahley, Individually

STATE OF KANSAS, COUNTY OF Johnson, ss:

This instrument was acknowledged before me on the 10th day of March, 2012, by Susan H. Mahley.

_____
Notary Public in and for the State of Kansas

NOTARY PUBLIC
STATE OF KANSAS
RENEE K. HARPER
My Appt. Exp. 10/23/13