Recorded: 2/14/2023 at 8:23:22.0 AM
County Recording Fee: $17.00
Iowa E-Filing Fee: $3.00
Combined Fee: $20.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 341

MORTGAGE EXTENSION

This Agreement, Made and entered into this 20th day of January 2023, by and between Charles M. Melchert and Rebecca A. Melchert (Borrower) and Heritage Bank (Lender),

WHEREAS, Charles M. Melchert and Rebecca A. Melchert are justly indebted to said Heritage Bank in the sum of One Hundred Twenty Three Thousand Seven Hundred Ninety Six and 59/100 Dollars($123,796.59) secured by a mortgage executed by said Charles M. Melchert and Rebecca A. Melchert the 1st Day of April, 2005, securing advances up to $96,600.00 of indebtedness payable to said Heritage Bank; which said mortgage was duly recorded in the Recorder's office of Delaware County, Iowa, in Book 2005, Page 1168 of Mortgage Records, on April 4, 2005 upon land legally described as follows:

(SE ¼) of the Northeast fractional quarter (NEfr1/4) and the East one-eighth (E1/8) of the Southwest Quarter (SW1/4) of the Northeast fractional Quarter (NEfr1/4), and that part of the West one-half (W1/2) of the East one-fourth (E1/4) of the Southwest Quarter (SW1/4) of the Northeast fractional Quarter (NEfr1/4) described as commencing at the Southeast corner of said five-acre tract and running thence West on the South line of said tract a distance of one hundred sixty five (165.0) feet, thence North two hundred forty eight (248.0) feet, thence Northeasterly to a point on the East line of said five acre tract that is four hundred seventy two (472.0) feet to the point of beginning; and also that part of said West one-half (W1/2) of the East one-fourth (E1/4) of the Southwest Quarter (SW1/4) of the Northeast fractional Quarter (NEfr1/4) described as commencing at the Northeast corner of said five-acre tract and running thence West Eighty Two (82.0) feet, thence Southeasterly to a point on the East line of said five-acre tract that is five hundred fifty (550.0) feet South to the point of beginning, thence North five hundred fifty (550.0) feet to the point of beginning, all in Section Six (6), Township Eighty Seven (87) North, Range Three (3), West of the Fifth Principal Meridian, from the 9th day of February 1984, at 8:00 o'clock A.M. to the 2nd day of March, 2005 at 8:00 o'clock A.M.

and

WHEREAS, $123,796.59 of the principal sum of notes are still unpaid and the said Charles M. Melchert and Rebecca A. Melchert, hereto has applied to said Heritage Bank for the extension of his said mortgage for a term of 20 years, up to and including total indebtedness of $96,600.00 as stated in such original mortgage.

NOW THEREFORE, in consideration of the execution of this extension, and the faithful performance of all the covenants in said note, and mortgage, as well in spirit and in letter, and the payment of interests to this date, said Lender hereby agrees to extend the time of the mortgage to January 20, 2043.

It is also expressly understood and agreed by and between the parties hereto that nothing herein contained shall operate to discharge or release the said Charles M. Melchert and Rebecca A. Melchert heirs, legal representatives, or assigns, from the liabilities to fulfill, keep and promptly perform, as well in spirit as in letter, each and all of the covenants in said mortgage and note given by said Charles M. Melchert and Rebecca A. Melchert.

It is further expressly understood by and between the parties hereto, that in case of default in any of the covenants or conditions in said note or mortgage, then at the election of said first party, heirs or assigns, the whole of principal sum shall at once become due and payable and said note shall draw interest from such default and the mortgage shall be foreclosed as stated in said mortgage, anything hereinbefore contained to the contrary notwithstanding.

IMPORTANT: READ BEFORE SIGNING, THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED. EITHER PARTY MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Charles M. Melchert 1-20-23
Charles M. Melchert Date

Rebecca A Melchert 2/10/23
Rebecca A. Melchert Date

HERITAGE BANK

Tamara L. Danover, President

STATE OF IOWA)

COUNTY OF DELAWARE)

On this 20th day of January, 2023, before me, a Notary Public in the State of Iowa, personally appeared Charles M. Melchert, 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.

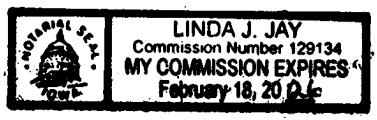
NOTARIAL SEAL IOWA
TAMARA L. DANOVER
Commission Number 187166
MY COMMISSION EXPIRES
October 23, 2023

- Notary Public in and for the State of Iowa

STATE OF IOWA)

COUNTY OF DELAWARE)

On this 10th day of February, 2023, before me, a Notary Public in the State of Iowa, personally appeared Rebecca A. Melchert, 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.



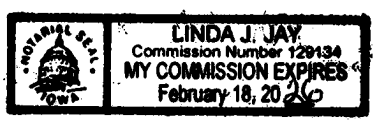
Linda J. Jay

- Notary Public in and for the State of Iowa

STATE OF IOWA)

COUNTY OF Linn)

On this 20th day of January, 2023, before me, a Notary Public in the State of Iowa, personally appeared Tamara L. Danover, of Heritage Bank, to me known to be the person authorized by said corporation to execute the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Linda J. Jay

- Notary Public in and for the State of Iowa