Mortgage Record, No. 110, Madison County, Iowa

Duane Barr To The Prudential Insurance Company of America et al	#1599 Fee $3.50	Filed for record the 3 day of October A.D. 1967 at 9:26 o'clock A. M. Mary E. Welty, Recorder

EXTENSION AND MODIFICATION AGREEMENT

Approval No. 7101 665-N1 (Bank Agreement Cases)

THIS AGREEMENT, entered into this 26th day of May, 1967, 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 Duane Barr, (also known as Duane T. Barr), Single residing at Dexter, Iowa hereinafter called "BORROWER", and Dallas County State Bank, Adel, Iowa hereinafter called "BANK", WITNESSETH:

WHEREAS, BORROWER has borrowed from Bank the sum of $25,000.00 evidenced by note or notes in that amount dated May 26, 1967, and secured by first mortgage, also dated May 26 1967, covering 139.90 acres, more or less in Madison County, Iowa. which mortgage is recorded in Book 112, Page 467, in the records of Madison County; and

WHEREAS PRUDENTIAL has agreed to purchase said mortgage loan from Bank within aperiod 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 to be extended from January 1st, 1969; to January 1st, 1992; and additional payments on account of principal in the amount of Seven Hundred and no/100 ($700.00) Dollars, payable on the First day of January in each year, beginning on the First day of January, 1969;

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.

(CORPORATE SEAL) THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
By L. W. Smith Vice President
R. H. Bittner Assistant Secretary

Duane Barr
Duane Barr

(CORPORATE SEAL) DALLAS COUNTY STATE BANK, Adel, Iowa
By Leland Goodrich

Witness: Irene Daugherty

STATE OF IOWA COUNTY OF DALLAS) SS:

On this 26th day of August, AD 1967, before me, Betty M. Lee a Notary Public in and for said County, personally came Duane Barr (also known as Duane T. Barr) Single personally to me known to be the identical person whose name is affixed to the above and foregoing instrument as mortgagor, and he acknowledged the said instrument and the execution thereof to be his 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.

(NOTARIAL SEAL) Betty M. Lee
Betty M. Lee Notary Public
My commission expires July 4, 1969.

STATE OF MINNESOTA COUNTY OF HENNEPIN) SS.

On this 27th day of September, A.D., 1967, before me, a Notary Public in and for Hennepin County, Minnesota, personally appeared L. W. Smith, 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 L. W. Smith acknowledged said instrument to be the free and voluntary

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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.

(NOTARIAL SEAL)

Thomas H. Haggan Notary Public
in and for Hennepin County, Minnesota
THOMAS H. HAGGAN
Notary Public, Hennepin County, Minn.
My commission expires Dec. 16, 1967

STATE OF IOWA COUNTY OF DALLAS) SS:

On this 21st day of Sept. A.D., 1967, before me, a Notary Public in and for Dallas County, Iowa, personally appeared Leland Goodrich, to me personally known, who being by me duly sworn did say that he is Vice President of Dallas County State Bank, Adel, Iowa, a corporation under the laws of the 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 Leland Goodrich 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
Irene Daugherty Notary Public
My commission expires July 4, 1969