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INDX ✓  
ANNO ✓  
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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

Prepared by: Jayne Maxwell Union State Bank, 201 West Court Avenue, Winterset, Iowa 50273 (515) 462-2161

AGREEMENT FOR EXTENSION OF MORTGAGE

Whereas, on the 6th day of July, 1994, Mark J Brittain and Christy Brittain, husband and wife executed to UNION STATE BANK, WINTERSET, IOWA a certain note dated on that day for the sum of Twenty-nine Thousand Dollars and no/100----(\$29,000.00) DOLLARS, payable on the 15th day of July A.D., 1997, and at the same time the said Mark J Brittain and Christy Brittain executed to the said UNION STATE BANK a mortgage bearing even date with the said note, upon real estate described in said mortgage as security for payment of said note, which mortgage was recorded in the office of the Recorder of Madison County, Iowa, on the 14th Day of July, A.D., 1994, at 3:04 o'clock P. M., in Book 173 of Mortgages, on page 238 and,

Whereas, Mark J Brittain and Christy Brittain is now the owner of the real estate described in said Mortgage and, Whereas, there remains unpaid on the principal of said mortgage the sum of Fourteen Thousand Five Hundred and Thirty Eight Dollars and 65/100 -----(\$14,538.65) DOLLARS and,

Whereas, the said makers have agreed with the holder of said mortgage to extend the time of payment thereon, NOW THEREFORE, the said Mark J Brittain and Christy Brittain hereby agrees to pay on the 12th day of November, A.D., 2009, the principal sum of Fourteen Thousand Five Hundred and Thirty Eight Dollars and 65/100 -----(\$14,538.65) DOLLARS remaining unpaid on the said note and mortgage, \$309.65 is to be paid monthly beginning December 15, 2009 and each month thereafter until November 15, 2014 when the unpaid balance is due, with interest from October 27, 2009 at the rate of 9.75 per cent per annum payable monthly beginning on the 15th day of December, 2009 and each month thereafter, with both principal and interest payable at UNION STATE BANK, WINTERSET, IOWA; and the said makers hereby covenant and warrant that said mortgage is a lien on the land 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 here in before stated from October 27, 2009 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 of the provisions of said mortgage becoming a part of this instrument, then the whole debt shall become due and collectible at the option of the owner of said mortgage; and all the covenants and condition of said mortgage shall remain in force except as modified by this instrument; and all sums of money not paid when due as provided in this contract shall bear interest at the rate of \_\_\_\_\_ per cent per annum.

DATED this 12th day of November, 2009.  
STATE OF IOWA, Madison County, as:

The undersigned borrower(s) hereby  
Acknowledge a receipt of this instrument.

On the 12th day of November A.D., 2009  
Before me a Notary Public in and for the County  
Of Madison, State of Iowa, personally appeared  
Mark J Brittain and Christy Brittain to me known to the  
person(s)  
Named in and who executed the foregoing instrument and  
Acknowledged that they executed the same as their voluntary act  
and deed.

Mark J. Brittain  
Mark J. Brittain  
Christy Brittain  
Christy Brittain

Duane Gordon  
Notary Public in and for Madison County, Iowa

