

Document 2008 3164

Book 2008 Page 3164 Type 04 002 Pages 1 Date 10/24/2008 Time 4:02 PM

Date 10/24/2008 Rec Amt \$7.00

ANNO SCAN

LISA SMITH, COUNTY RECORDER MADISON IOWA

CHEK

Whereas, on the 14th day of October, 2005, MerriJean Waltz, A Single Person executed to UNION STATE BANK, WINTERSET, IOWA a certain note dated on that day for the sum of Forth Five Thousand Four Hundred Fifty and 00/100------(\$45,450.00) Dollars payable on the 21st. day of October, A.D., 2008, and at the same time the said MerriJean Waltz, A Single Person, 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 October, 2005 A.D., at 2:00 o'clock P. M., in Book 2005 of Mortgages, on page 4990 and, re-recorded to correct the legal description in Madison County, Iowa, on the 5th day of April 2006 A.D., at 12:40 o'clock P. M., in Book 2006 of Mortgages, on page 1345

Whereas MerriJean Waltz 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 <u>Forty One Thousand Eight Hundred Thirty Six and 83/100------ (41, 836.83) DOLLARS</u>, and

Whereas, the said makers have agreed with the holder of said mortgage to extend the time of payment thereon, NOW THEREFORE, the said MerriJean Waltz hereby agrees to pay on the 23rd, day of October A.D., 2008, the principal sum of Forty One Thousand Eight Hundred Thirty Six and 83/100-----(41,836.83)

DOLLARS, and, remaining unpaid on the said note and mortgage, \$374.50 is to be paid monthly beginning

November 21, 2008 and each month thereafter until October 21, 2011 when the unpaid balance is due, with interest from October 21, 2008 at the rate of 7.95 per cent per annum payable Monthly beginning on the 21st of October, 2008 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 21, 2008 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

DATED this 23rd Day of October A.D., 2008 STATE OF IOWA, Madison County, as:

hereby

On the <u>3-3rd</u> day of <u>A.D., 2008</u>
Before me a Notary Public in and for the County
Of Madison, State of Iowa, personally appeared
MerriJean Waltz

per cent per annum.

To me known to the person(s) Named in and who in and who executed the foregoing instrument and Acknowledged that they executed the same as their voluntary act And deed.

Notary Public in and for Madison County, Iowa

Notary Public in and for Madison County, Iowa

DUANE GORDON
Commission Number 156154

My Cornmission Expires

The undersigned borrower(s)

Acknowledge a receipt of this instrument.