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Date 11/12/2008 1 Rec Amt \$7.00

MADISON TOWA

ANNO L SCAN

LISA SMITH, COUNTY RECORDER

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Whereas, on the 28th, day of March, 2008, Jayson E. Waller and Kerri L. Waller, Husband and Wife executed to UNION STATE BANK, WINTERSET, IOWA a certain note dated on that day for the sum of One Hundred and Ten Thousand and 00/100------(\$110,000.00) Dollars payable on the 28th, day of September, A.D., 2008, and at the same time the said Jayson E. Waller and Kerri L. Waller, Husband and Wife 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 2nd day of April, 2008 A.D., at 11:43 o'clock A.M., in Book 2008 of Mortgages, on

Whereas <u>Jayson E. Waller and Kerri L. Waller, Husband and Wife</u> 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>Nine Thousand Four Hundred</u> and Thirty Five dollars 50/100------(9,435.50) <u>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 Jayson E. Waller and Kerri L. Waller, Husband and Wife hereby agrees to pay on the 3rd. day of November A.D., 2008, the principal sum of One Hundred and Ten Thousand and 00/100---------(\$110,000.00) Dollars, and, remaining unpaid on the said note and mortgage, interest is to be paid monthly beginning November 28, 2008 and each month thereafter until March 28, 2009 when the unpaid balance is due, with interest from November 3, 2008 at the rate of 7.95 per cent per annum payable monthly beginning on the 28th day of November, 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 November 3, 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 \_ per cent per annum.

DATED this 3rd Day of November, 2008. STATE OF IOWA, Madison County, as:

On the day of Mou. A.D., 2008
Before me a Notary Public in and for the County
Of Madison, State of Iowa, personally appeared
Jayson E. Waller and Kerri L. Waller.

To me known to the person(s)

page 1043 and,

Named 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

DUANE GORDON
Commusion Number 156154
My Conmission Expires

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

Igyson F Waller

Kelli/L Walle