

Document 2004 5007

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MICHELLE "MICKI" UTSLER, COUNTY RECORDER MADISON IOWA

COMPUTER RECORDED COMPARED.

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

AGREEMENT FOR EXTENSION OF MORTGAGE

Whereas, on the 14th of May 2004, Terry L. Kuhns and Terri L. Kuhns, husband and wife as joint debtors executed to UNION STATE BANK, WINTERSET, IOWA a certain note dated on that day for the sum of Three-Hundred Thousand no/100-----(\$300,000.00) DOLLARS, payable on the 14th day of October, A.D., 2004, and at the same time the said Terry L. Kuhns and Terri L. Kuhns 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 May, 2004 A.D., at 3:29 o'clock P. M., in Book 2004 of Mortgages, on page 2231 and,

Whereas, Terry L. Kuhns and Terri L. Kuhns 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 Two Hundred Ninety Thousand Nine Hundred Sixty-Seven no/100-----(\$290,967.00) 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 <u>Terry L. Kuhns and Terri L. Kuhns</u> hereby agrees to pay on the <u>19th</u> day of October A.D., 2004, the principal sum of Two Hundred Ninety Thousand Nine Hundred Sixty-Seven and no/100---------(\$290,967.00) DOLLARS, remaining unpaid on the said note and mortgage, the unpaid balance and accrued interest is due November 18, 2004, with interest from October 19, 2004 at the rate of 6.00 per cent per annum payable at maturity on the 18th day of November, 2004, 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 19, 2004 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 21st day of October A.D., 2004.

STATE OF IOWA, Madison County, as:

day of October A.D., 2004 before me a Notary Public in and for the County Of Madison, State of Iowa, personally appeared

Terry L. Kuhns and Terri L. Kuhns

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 dee

When Notary Public in and for Madison County, Iowa

> STEVEN D. WARRINGTON ommission Number My Commission

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

Kuhns

rerri L. Kuhns