

Document 2004 5812

Book 2004 Page 5812 Type 04 02 Pages 1 Date 12/08/2004 Time 3:43 PM Rec Amt \$7.00

COMPUTER_____

RECORDED COMPARED

MICHELLE "MICKI" UTSLER, COUNTY RECORDER MADISON IOWA

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

AGREEMENT FOR EXTENSION OF MORTGAGE

Whereas, on the 22nd day of August, 2003, David D. Waltz and Debbie J. Waltz, husband and wife executed to UNION STATE BANK, WINTERSET, IOWA a certain note dated on that day for the sum of One Hundred Eighty-two Thousand One Hundred Twenty-five and no/100-----(\$182,125.00) DOLLARS, payable on the 27th day of February, A.D., 2004, and at the same time the said David D. and Debbie J. Waltz 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 28th day of August, 2003 A.D., at 2:48 o'clock P. M., in Book 2003 of Mortgages, on page 5147 and,

Whereas, <u>David D. and Debbie J. Waltz</u> are now the owners of the real estate described in said Mortgage and,

Whereas, there remains unpaid on the principal of said mortgage the sum of <u>One Hundred Eighty-two</u>

Thousand One Hundred Twenty-five and no/100-----(\$182,125.00) DOLLARS, and,

Whereas, the said <u>makers</u> have agreed with the holder of said mortgage to extend the time of payment thereon,

NOW THEREFORE, the said <u>David D. and Debbie J. Waltz</u> hereby agrees to pay on the 30th day of <u>November A.D., 2004</u>, the principal sum of <u>One Hundred Eighty-two Thousand One Hundred Twenty-five and no/100-----(\$182,125.00) DOLLARS</u>, remaining unpaid on the said note and mortgage, \$1,194.07 is to be paid monthly beginning 1/1/05 and each month thereafter until December 1, 2005 when the unpaid balance and accrued interest is due, with interest from <u>November 30, 2004</u> at the rate of 6.85 per cent per annum payable <u>monthly</u> beginning on the 1st day of <u>January, 2005</u> and each month thereafter in each year thereafter, with both principal and interest payable at <u>UNION STATE BANK, WINTERSET, IOWA</u>; 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 <u>November 30, 2004</u> 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 30th day of November, A.D., 2004.

On the 7th day of Jecular A.D., 2004

before me a Notary Public in and for the County

of Madison, State of Iowa, personally appeared <u>David D. Waltz</u>

and Debbie J. Waltz 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.

otary Public in and for Madison County, Iowa.

STEVEN D. WARRINGTON
Commission Number 173268
My Commission Expires
2 2 5 - 2006

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

David D. Waltz

Debbie J. Waltz