



FILED NO. 002789

BOOK 2002 PAGE 2789

2002 JUN -7 PM 2: 27

REC \$ 5<sup>00</sup>  
AUD \$ 1<sup>00</sup>  
R.M.F. \$ 1<sup>00</sup>

COMPUTER ✓  
RECORDED ✓  
COMPARED ✓

NICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Prepared by: Teresa Golightly, Union State Bank, 201 West Court, Winterset, Iowa 50273 (515) 462-2161

AGREEMENT FOR EXTENSION OF MORTGAGE

Whereas, on the 10th day of December, 2001, Michael E. Weatherly and Dianna K. Weatherly, Husband and Wife executed to UNION STATE BANK, WINTERSET, IOWA a certain note dated on that day for the sum of One Hundred Thirty-five Thousand and no/100----- (135,000.00) DOLLARS, payable on the 10th day of June, A.D., 2002, and at the same time the said Michael E. and Dianna K. Weatherly 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 11th day of December A.D., 2001, at 2:18 o'clock P. M., in Book 2001 of Mortgages, on page 5590 and,

Whereas, Michael E. Weatherly and Dianna K. Weatherly 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 One Hundred Thousand Nine Hundred Twenty-seven and 94/100----- (\$ 100,927.94) 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 Michael E. and Dianna K. Weatherly hereby agrees to pay on the 14th day of May, A.D., 2002, the principal sum of One Hundred Thousand Nine Hundred Twenty-seven and 94/100----- (\$100,927.94) DOLLARS, remaining unpaid on the said note and mortgage, Interest monthly payment to be paid monthly beginning July 10, 2002 and each month thereafter until September 10, 2002 when the unpaid balance is due, with interest from May 14, 2002 at the rate of 7.90 per cent per annum payable monthly beginning on the 10th day of July, 2002 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 May 14, 2002 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 3<sup>rd</sup> day of June, A.D., 2002.  
STATE OF IOWA, MADISON COUNTY, as:

On the 6<sup>th</sup> day of June, A.D., 2002  
before me a Notary Public in and for the County  
of Madison, State of Iowa, personally appeared Michael E. Weatherly  
and Dianna K. Weatherly to me known to the person(s) named in  
and who executed the foregoing instrument and acknowledged that t he y  
executed the same as their voluntary act and deed.

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

Michael E. Weatherly  
Michael E. Weatherly

Dianna K. Weatherly  
Dianna K. Weatherly

Steven D. Warrington  
Notary Public in and for Madison County, Iowa.

