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FILED NO. 005904

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MICKI 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 23<sup>rd</sup> day of October, 1992, David Waller and Nelda Waller Husband and Wife executed to UNION STATE BANK, WINTERSET, IOWA a certain note dated on that day for the sum of Sixteen thousand Six Hundred Sixty-two and 63/100----- (16,662.63) DOLLARS, payable on the 1<sup>st</sup> day of December, A.D., 1997, and at the same time the said David and Nelda Waller 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 27<sup>th</sup> day of October A.D., 1992, at 2:35 o'clock P. M., in Book 164 of Mortgages, on page 117 and,

Whereas, David and Nelda Waller 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 Ten Thousand Nine Hundred Eighty-nine and 65/100----- (\$ 10,989.65) 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 David Waller and Nelda Waller hereby agrees to pay on the 12<sup>th</sup> day of November A.D., 20 02, the principal sum of Ten Thousand Nine Hundred Eighty-nine and 65/100----- (\$10,989.65) DOLLARS, remaining unpaid on the said note and mortgage, \$130.17 is to be paid monthly beginning December 1, 2002 and each month thereafter until November 1, 2007 when the unpaid balance is due, with interest from November 12th, 2002 at the rate of 7.5 per cent per annum payable monthly beginning on the 1st day of December, 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 November 12, 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 12<sup>th</sup> day of November A.D., 20 02.  
STATE OF IOWA, MADISON COUNTY, as:

On the 30<sup>th</sup> day of December A.D., 20 02  
before me a Notary Public in and for the County  
of Madison, State of Iowa, personally appeared David Waller  
and Nelda Waller 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.

David Waller  
David Waller

Nelda Waller  
Nelda Waller

Duane Gordon  
Notary Public in and for Madison County, Iowa.

