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LISA SMITH, COUNTY RECORDER
MADISON IOWA

WJ Prepared by: Lora Jans, Lincoln Savings Bank, PO Box E, Reinbeck, IA 50669 (319)788-6441
Return to: " " " 242 Tower Park Dr, Waterloo IA 50701

DEED OF TRUST EXTENSION & MODIFICATION AGREEMENT

LINCOLN SAVINGS BANK, 508 MAIN ST., REINBECK, IA 319-788-6441

This Agreement made this 6th day of October, 2006 by and between the Lincoln Savings Bank, a banking corporation organized and existing under the laws of the State of **IOWA** party of the first part, and Gale W. McKinney II and Audra McKinney, husband and wife, parties of the second part, **WITNESSETH:**

Whereas, the parties of the second part have heretofore mortgaged unto the party of the first part certain lands and premises which are described in a certain indenture of Deed of Trust bearing date February 3, 2004 which Deed of Trust is recorded in the Office of the Register of Deeds for Madison County, State of **IOWA** in Book 2004, Page 1027, which Deed of Trust made a part hereof by reference and the same is now due and payable.

Whereas, the parties of the second part are unable to make payment in full of the amount due said party of the first part under said Deed of Trust, and has requested that the time of payment be extended, and the party of the first part is willing to extend the time of payment in accordance with the provision of this instrument.

Now Therefore, in consideration of the sum of One Dollar in hand paid by the parties of the second part to the party of the first part, receipt of which is hereby acknowledged, as well as other valuable consideration, it is agreed between the parties hereto as follows:

(1) That the date of the final payment on the said Deed of Trust is hereby extended to October 6, 2026.

(2) That, notwithstanding the foregoing provisions or anything to the contrary contained in said Deed of Trust, if the parties of the second part shall be in default for more than thirty days in making payment of any monthly installment, as herein provided then after such default has occurred, the party of the first part may declare the balance then unpaid on said Deed of Trust and payable forthwith, and may foreclosure said Deed of Trust in accordance with the terms, conditions, and provisions thereof.

(3) That the terms, conditions, and provisions of said Deed of Trust hereby ratified and confirmed in all respects, matters and things except wherein the same are modified by this instrument.

(4) That this agreement shall not create any merger or alter or prejudice the rights and priorities of the party of the first part, its successors and assigns, and if so construed, then, in such event, this agreement shall be void and of no effect.

This agreement shall be binding upon the successors, heirs, administrators, and assigns of the respective parties hereto.

In Witness Whereof, the party of the first part has caused this instrument to be executed for and on its behalf by its Senior Vice President and its corporate seal hereunto affixed on the 6th day of October, 2006, and on the same day the parties of the second part have hereto set their hand.

LINCOLN SAVINGS BANK

BY: Jesse Gleason
Jesse Gleason
Senior Vice President

Gale W. McKinney II
Gale W. McKinney II
Audra McKinney
Audra McKinney

STATE OF Iowa

ss:

COUNTY OF Black Hawk

On this 6th day of October, A.D., 2006, before me a **Notary**, in and for said County, personally appeared Jesse Gleason, to me personally known, who being by me duly (sworn or affirmed) did say that person is Senior Vice President of said corporation, that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and the said Senior Vice President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

And, at the same time, personally appeared Gale W. McKinney II and Audra McKinney, to me, known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission Expires:

Lisa Widner
Notary Public in the State of Iowa

