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R.M.F. \$ 1.00

CONFIRMED ✓  
RECORDED ✓  
INDEXED ✓



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2000 OCT 18 AM 10:05  
MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Prepared by: First Bank, 1630 - 22nd St., West Des Moines, IA 50266-1472, ph 515-225-2641

**AGREEMENT TO EXTEND MORTGAGE  
AND MODIFICATION AGREEMENT**

**AGREEMENT** made this 15<sup>th</sup> day of September, 2000, between Timothy A. Sears and Carrie Bozis Sears residing at 3375 138<sup>th</sup> Lane, Cumming, Ia., hereinafter referred to as Mortgagor(s), and First Bank, a corporation organized and existing under the laws of the State of Iowa having its principal place of business at 1630 - 22nd Street, West Des Moines, Iowa 50265, hereinafter referred to as Mortgagee.

WHEREAS, the Mortgagor(s) executed a certain Promissory Note dated the 9th day of August, 1999, whereby (s) he/they promised to pay to Mortgagee the sum of One Hundred Thousand and 00 /100 on the 9th day of June, 2000, with interest thereon at the rate of 8.50 percent per annum; and

WHEREAS, the said note is secured by certain mortgage, dated the 9th day of August, 1999 and recorded on the 10<sup>th</sup> day of August, 1999, in the Office of the Recorder of Madison County, Iowa, in Book 211, pages 265; and

WHEREAS, the Mortgagee is now the holder of said note and mortgages; and the Mortgagor(s) is the owner of the mortgaged premises.

**NOW, THEREFORE**, the parties hereto mutually agree that the time of payment of One hundred Thousand and 00 /100's Dollars (\$100,000), the aggregate principal sum presently remaining unpaid, shall be and hereby is extended and the said principal shall be due and payable as hereinafter set forth, with interest thereon, on the unpaid balances thereof as hereinafter set forth.

That the principal sum is, and the same is, hereby extended for a term of sixty (60) months from the 15th day of September, 2000, and the said principal sum shall bear interest from that date at the rate of 8.00 percent per annum.

Principal and interest payments due on the 15th of October and monthly thereafter on the 15 of each month. It is expressly understood and agreed that the said mortgage shall remain in full force and effect in all respects as if the said principal sum had originally been payable on the 9th day of June, 1999, and that nothing herein shall affect or impair any rights and powers which the Mortgagee may have thereunder for the recovery of the mortgaged debt, with interest, in case of the nonfulfillment of this Agreement.

And the Mortgagors(s) hereby agrees that (s) he/they will pay the said principal sum on the 15th day of September, 2005, and the interest therein at the times herein before specified, and (s) he/they will perform and observe all the covenants, agreements, stipulations, and conditions on the part of the Mortgagor(s) in said mortgage contained in all respects as if the said principal sum had by the terms thereof been payable on the last mentioned date.

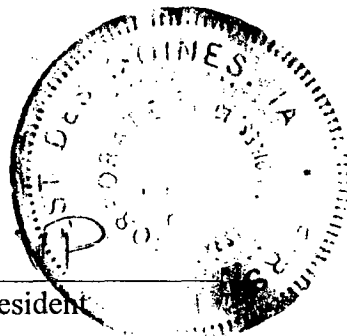
This agreement shall be binding upon the successors, heirs, administrators, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

Please return to:  
FIRST BANK, 1630 - 22ND STREET, WEST DES MOINES, IOWA 50266-1472 PH 515-225-2641

*Timothy A. Sears*  
MORTGAGOR - Timothy A. Sears

FIRST BANK *[Signature]*  
Denny Giancola, Vice President



*Carrie Bozis Sears*  
MORTGAGOR - Carrie Bozis Sears

**ACKNOWLEDGMENT:** State of Iowa, County of Polk}ss.

On this, the 15th day of September, 2000, before me, a Notary Public in the State of Iowa, personally appeared Timothy A. Sears and Carrie Bozis Sears, to me known to be the persons named in and who executed the forgoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

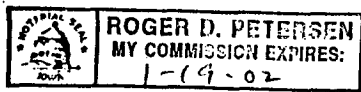


*[Signature]*  
Notary Public in the State Of Iowa

**ACKNOWLEDGMENT:** State of Iowa, County of Polk}ss.

*Denny Giancola*  
On this, the 15th day of September, <sup>2000</sup> before me, a Notary Public in the State of Iowa, personally appeared *Roger D. Petersen*, Vice President to me personally known, who being by me duly sworn, did say that he is Sr. Vice President of First Bank and that the seal affixed to said instrument is the seal of said First Bank and that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors and the said ~~Roger D. Petersen~~ acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

*Denny Giancola*



*[Signature]*  
Notary Public in the State Of Iowa