

COMPUTER RECORDED COMPARED

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MICHI UTSLER

RECORDER

Prepared by: Sandy Corkrean, Union State Bank, 201 West Court, Winterset, Iowa 50273 (515)4624216DN CGUNTY. 10WA

AGREEMENT FOR EXTENSION OF MORTGAGE

Whereas, on the 9th day of April, 1998, Mark J. Brittain and Christy Brittain, Husband and Wife executed to UNION STATE BANK, WINTERSET, IOWA a certain note dated on that day for the sum of Thirty-eight Thousand and no/100 -----(\$38,000.00) DOLLARS, payable on the 10th day of April, A.D.,2001, and at the same time the said Mark J. and Christy Brittain 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 9th day of April, A.D., 1998, at 4:02 o'clock P.M., in Book 197 of Mortgages, on page 415 and,

Whereas, Mark J. and Christy Brittain 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 Thirty-two Thousand Eighty Four and 39/100-----(\$32,084.39) 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 Mark I. And Christy Brittain hereby agrees to pay on the 1st day of November A.D., 2001, the principal sum of Thirty-two Thousand Eighty Four and 39/100 (\$32,084.39) DOLLARS, remaining unpaid on the said note and mortgage, monthly payments of \$1,330.25 each with balance all due November 1, 2002, with interest from November 1, 2201 at the rate of 9.9 per cent per annum payable monthly beginning on the 1st day of December ,2001 and eachmonth thereafter in each year 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 1, 2001 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 1st day of November, A.D., 2001. STATE OF IOWA, MADISON COUNTY, as:

they executed the same as their voluntary act and deed.

On the 1st day of November A.D. 2001 before me a Notary Public in and for the County of Madison, State of Iowa, personally appeared Mark J. Brittain and Christy Brittain to me known to the person(s) named in and who executed the foregoing instrument and acknowledged that

one Notary Public in and for Madison County, Iowa. The undersigned borrower(s) hereby acknowledge a receipt of this instrument.

Mark J. Brittain

**DUANE GORDON** Commission Number 156154 My Commission Expires 2000

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