

Document 2009 715

Book 2009 Page 715 Type 04 002 Pages 1

Date 3/12/2009 Time 3:31 PM

Rec Amt \$7.00

INDX ✓  
ANNO ✓  
SCAN ✓  
CHEK

LISA SMITH, COUNTY RECORDER  
MADISON IOWA

✓ Prepared by and return to: Jayne Maxwell Union State Bank, 2PO Box 110, Winterset, Iowa 50273 (515) 462-2161

AGREEMENT FOR EXTENSION OF MORTGAGE

Whereas, on the 22<sup>nd</sup> day of August 22, 2003, David D. Waltz and Debbie J. Waltz, Husband and Wife executed to UNION STATE BANK, WINTERSET, IOWA a certain note dated on that day for the sum of One Hundred and Eighty- two Thousand One Hundred Twenty-five and no/100-----(\$182,125.00) DOLLARS, payable on the 2<sup>nd</sup> day of January A.D., 2009, and at the same time the said, David D. Waltz and Debbie J. Waltz 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 28th day of August, 2003 A.D., at 2:47 o'clock P. M., in Book 2003 of Mortgages. on page 5146 and,

Whereas, , David D. Waltz and Debbie J. Waltz 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 and Seventy-Seven Thousand Sixty-five 94/100-----(\$177,065.94) 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, David D. Waltz and Debbie J. Waltz hereby agrees to pay on the 3<sup>rd</sup> day of March A.D., 2009, the principal sum of One Hundred and Seventy-Seven Thousand Sixty-five 94/100-----(\$177,065.94) DOLLARS, and, remaining unpaid on the said note and mortgage, \$645.36 is to be paid biweekly beginning March 18, 2009 and biweekly thereafter until February 29, 2012 when the unpaid balance is due, with interest from February 18, 2009 at the rate of 8.25 per cent per annum payable biweekly beginning on the 18th day of March, 2009 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 February 18, 2009 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 03<sup>rd</sup> day of March, A.D., 2009.

STATE OF IOWA, Madison County, as:

On the 7<sup>th</sup> day of March A.D., 2009  
Before me a Notary Public in and for the County  
Of Madison, State of Iowa, personally appeared  
, David D. Waltz and Debbie J. Waltz to me known to the person(s)  
Named in and who executed the foregoing instrument and  
Acknowledged that they executed the same as their voluntary act  
And deed.

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

David D. Waltz  
David D. Waltz  
Debbie J. Waltz  
Debbie J. Waltz



Notary Public in and for Madison County, Iowa