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MICKI UTSLER

RECORDER

MAUISON COUNTY, 10WA

AGREEMENT FOR EXERUSCION OF THE PROPERTY OF TH AGREEMENT FOR EXTENSION OF MORTGAGE

Whereas, on the 2nd day of January, 1998, Kevin Barber and Teresa Barber, Husband and Wife Executed to UNION STATE BANK, WINTERSET, IOWA a certain note dated on that day for the sum of Sixty Thousand and no/100-----(60,000.00) DOLLARS, payable on the 1st day of January, A.D., 2001, and at the same time the said Kevin and Teresa Barber 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 2nd day of January A.D., 1998, at 3:06 o'clock P M., in Book 195 of Mortgages, on page 45 and,

Whereas, Kevin and Teresa Barber 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 Fifty-five Thousand Eight <u>Hundred Thirteen and 03/100-----(\$ 55,813.03</u>) 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 Kevin and Teresa Barber hereby agrees to pay on the 9th day of January A.D., 20 01, the principal sum of Fifty-five Thousand Eight Hundred Thirteen and 03/100-----(\$55.813.03) DOLLARS, remaining unpaid on the said note and mortgage, \$497.98 is to be paid monthly beginning February 1. 2001 and each month thereafter until January 1, 2004 when the unpaid balance is due, with interest from January 2, 2001 at the rate of 7.9 per cent per annum payable monthly beginning on the 1st day of February, 2001 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 January 2, 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 9th day of January A.D., 20 01. STATE OF IOWA, MADISON COUNTY, as:

day of before me a Notary Public in and for the County of Madison, State of Iowa, personally appeared Kevin Barber _ to me known to the person(s) named in and Teresa Barber

and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for Madison County, Iowa.

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

Kevin Barber

