

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
COMPARED _____

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

Prepared by: Teresa Golightly, Union State Bank, 201 West Court, Winterset, Iowa 50273 (515) 462-2161

AGREEMENT FOR EXTENSION OF MORTGAGE

Whereas, on the 28th day of December, 1995, Carmen C. Maxwell and Steven C. Maxwell, Husband and Wife executed to UNION STATE BANK, WINTERSET, IOWA a certain note dated on that day for the sum of Fifty-two Thousand Three Hundred and no/100----- (52,300.00) DOLLARS, payable on the 3rd day of January A.D., 1999, and at the same time the said Carmen C. and Steven C. Maxwell 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 3rd day of January A.D., 1996, at 1:17 o'clock P. M., in Book 179 of Mortgages, on page 834 and,

Whereas, Carmen C. and Steven C. Maxwell 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-nine Thousand Four Hundred Seventy-four and 21/100----- (\$39,474.21) 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 Carmen C. and Steven C. Maxwell hereby agrees to pay on the 28th day of January A.D., 2002, the principal sum of Thirty-nine Thousand Four Hundred Seventy-four and 21/100----- (\$39,474.21) DOLLARS, remaining unpaid on the said note and mortgage, \$367.99 is to be paid monthly beginning

February 25, 2002 and each month thereafter until January 25, 2005 when the unpaid balance is due, with interest from January 28, 2002 at the rate of 6.95 per cent per annum payable monthly beginning on the 25th day of January, 2002 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 28, 2002 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 28th day of January A.D., 2002.
STATE OF IOWA, MADISON COUNTY, as:

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

On the 5th day of February A.D., 2002
before me a Notary Public in and for the County of Madison, State of Iowa, personally appeared Carmen C. Maxwell and Steven C. Maxwell to me known to the person(s) named in and who executed the foregoing instrument and acknowledged that t he y executed the same as their voluntary act and deed.

Carmen Maxwell
Carmen C. Maxwell
Steven C. Maxwell
Steven C. Maxwell

Steven D. Warrington
Notary Public in and for Madison County, Iowa.

