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MICKI UTSLER

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

AGREEMENT DOD DOGGET TO BE STATE OF THE PROPERTY OF THE PROPERTY DODGET TO BE STATE OF T AGREEMENT FOR EXTENSION OF MORTGAGE

Whereas, on the 12th day of May, 1993, James H. Hochstetler and Sharon K. Hochstetler, Husband and Wife executed to <u>UNION STATE BANK</u>, <u>WINTERSET</u>, <u>IOWA</u> a certain note dated on that day for the sum of <u>Eighty-four</u> -----(\$84,000.00) DOLLARS, payable on the 12th day of May A.D., 1996, and at the same time the said James M. and Sharon K. Hochstetler 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 12th day of May A.D., 1993 at 2:34 o'clock P. M., in Book 167 of Mortgages, on page 138 and,

Whereas, James M. and Sharon K. Hochstetler is now the owner of the real estate described in said

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX DOLLARS, and,

Whereas, there remains unpaid on the principal of said mortgage the sum of Fifty-two Thousand Three ____(\$52,377.51) DOLLARS, and, Hundred Seventy-seven and 51/1000----

Whereas, the said makers have agreed with the holder of said mortgage to extend the time of payment thereon, NOW THEREFORE, the said James M. and Sharon K. Hochstetler hereby agrees to pay on the 29th day of January A.D., 2002, the principal sum of Fifty-two Thousand Three Hundred Seventy-seven and 51/100---(\$52,477.51) DOLLARS, remaining unpaid on the said note and mortgage, \$6,687.87 is to be paid beginning on February 1, 2003 when unpaid balance is due with interest from January 29, 2002 at the rate of 7.25 per cent per annum due on maturity, on the 1st day of February, 2002 and 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 Japuary 29, 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 ___ per cent per annum. interest at the rate of _

DATED this 29th day of January A.D., 20 02 STATE OF IOWA, Madison COUNTY, as:

day of February A.D., 20 02 before me a Notary Public in and for the County of Madison, State of Iowa, personally appeared James M. Hochstetler and Sharon K. Hochstetler to me known to the person(s) named in and who executed

the foregoing instrument and acknowledged that the y 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.

> mer h Waderto James M. Hochstetler

son K. Obchstetler

DAVID A. KOCH MY COMMISSION EXPIRES AUGUST 16, 2002