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LOSSUTER V. RECONDED V FILED NO. 957

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REC \$ 5.00

MICHELLE UTSLER RECORDER MADISON COUNTY, IOWA

Prepared by Steven D. Warirngton, Union State Bank 201 W. Court Winterset, Ia. (515)462-2161 AGREEMENT FOR EXTENSION OF MORTGAGE Whereas, on the 28th day of August ,19 91 , Roy L. Smith and Fara M. Smith A.K.A. Fara Marie Smith, husband and wife STATE BANK, WINTERSET, IOWA a certain note dated on that day for the sum of Forty-eight Thousand Seven Hundred Fifty and no/100----- (\$ 48,750.00 DOLLARS, payable on the 1st September, A.D., 19 94, and at the same time the said day of _ Roy L. and Fara M. Smith 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 4th day of September , A.D., 19 91, at 3:39 o'clock P. M., in Book 724 and, of Mortgages, on page Whereas, Roy L. and Fara M. Smith is now the owner of the real estate described in said Mortgage (and has assumed and agreed to pay said note of xxxxxxx and. Whereas, there remains unpaid on the principal of said mortgage the sum of Thirty-seven Thousand -- Seven Hundred Ninety-six and 50:100-----------------------(\$-37,796.50) 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_ Roy L. and Fara M. Smith hereby agrees to pay on the 26thday of August A.D., 19 97, the principal sum of Thirty-seven Thousand Seven Hundred Ninety-six and 50/100—— (\$ 37,796.50 remaining unpaid on the said note and mortgage, \$510.63 is to be paid monthly beginning October 1, 1997 and each month thereafter until maturity when the unpaid balance and accrued interest is due. August 26, 1997 at the rate of 8.9 with interest from per cent per annum pavable beginning on the <u>1st</u> day of <u>October</u> and each 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 August 26, 1997 the interest as here in before stated from 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 18.00 per cent per annum. 26th ---- day of _ DATED this August-, A.D., 19_ 97: STATE OF IOWA, MADISON COUNTY, as: The undersigned borrower(s) hereby acknowledge a receipt of this instrument. day of Depterbe A.D., before me a Notary Public in and for the County 19 77 of Madison, State of Iowa, personally appeared_ Roy L. and Fara M. Smith to me known to the person(s) named in and who executed the foregoing instrument and acknowledged that the y executed the same their ... voluntary act and deed. Notary Public in and for Madison Jounty, Iowa. Smith

STEVEN D. WARRINGTON MY COMMISSION EXPIRES