434 FILED NO. BOOK 190 PAGE 543 97 JUL 31 AH 11: 22

MICHELLE UTSLE... RECORDER MADISON COUNTY, 10WA

State

Mortgage Extension and Modification Agreement

and mod		-61001110111	1
	Renewal o Loan No. 38063	rrepared i	by Clarke County State . Box 487, Osceola,IA
This Agreement made this 26th Clarke County State Bar	, day of June	19 <u>97</u>	, by and between the
of the State of <u>Iowa</u>	, party of the first pa	art, and Patrick F. Corl	krean or Patrick F.
of the City of <u>Winterset</u> WHEREAS, the parties of the second part	part parter t	he second part, WITNESSETH:	
premises which are described in a certain Indenti			
is recorded in the Office of the Register of Deeds	• • •	•	, .
in Liber 173 of Mortgages, on page same is now due and payable.			
WHEREAS, the part <u>ies</u> of the second part under said Mortgage, and has requested that the time of payment in accordance with the pro	is/are unable to make payment a time of payment be extended vision of this instrument.	in full of the amount due said i, and the party of the first pa	party of the first part art is willing to extend
NOW THEREFORE, in consideration of the sthe first part, receipt, of which is hereby acknownereto as follows:	um of One Dollar in hand paid rledged, as well as other valua	by the part <u>ies</u> of the secondle considerations, it is agree	nd part to the party of d between the parties
(1) That the date of the final payment on the			
due, is hereby extended to <u>June 26</u>	19 <u>99</u> ; provided howe	ver, that said parties of the	second party shall pay
to apply on said debt, the sum of <u>Fleven The</u> each time Fieldstone lot is so	ousand Eight Hundred ld. Assruad Interest	Twenty-Five and no	/100 Dollars
on			
per cent per annum from June 26		45	
(2) That, not withstanding the foregoing protection of the second part shall be in default for more than after such default has occured, the party of the forthwith, and may foreclose said Mortgage in a	ovisions or anything to the con thirty days in making payment first part may declare the bala	etrary contained in said Mortga t of any mountably installment, a ince then unpaid on said Mort ditions and provisions thereof	ge, if the parties of sherein provided then gage due and payable
(3) That the terms, conditions and provision things except wherein the same are modified by	ns of said Mortgage are hereby	y ratified and confirmed in all	respects, matters and
(4) That this agreement shall not create an its successors and assigns, and if so construed,	y merger or alter or prejudice then, in such event, this agre	the rights and priorities of the ement shall be void and of n	party of the first part, o effect.
This agreement shall be binding upon the s	uccessors, heirs, administrators	and assigns of the respectiv	e parties hereto.
IN WITNESS WHEREOF, the party of the to Vice President and its corporation		rument to be executed for an	d on its behalf by its June
the of edicer	orate seal hereunto affixed on the second part has/have her		
le Gresence of Or 3		Clarke County Sta	te, Bank
6.0		2 Villa	Van II
9		Teresa Woods	lent
7	7	Till 1 1	of Officer
0	Patr	ick F. Cerkiean	(L. S.)
7	Namu	Sylven Control of the State of	
County of Madison			
0.414	ay of June	19 97 before m	
Teresa Woods			e, personally appeared
Vice Promident		personally known, who being sy Late Bank	
named in and which executed the within instru- authority of its Board of Directors and that the co- instrument is the free act and deed of said cor-	ment, and that he executed to orporate seal affixed thereto is poration.	the same for and on behalf of the corporate seal of said cor	
And on the same day appeared Patrick			· ·
of the second part, described in and who execut			executed the
same as their free act and deed for the inte	nts and purposes therein ment	lioned.	\bigcirc \square
0 11	1009 -	reach Wit	Jak
My Commission Expires 9-4-	77/ MTC DECORD	Notary Public	

- MTG RECORD 190

My Commission Expires