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FORM 2290-Agent (Rev. 5-84)
Page 1
FILED NO. 1473
BOOK 147 PAGE 311

The Federal Land Bank of Omaha

AGREEMENT REAMORTIZING MORTGAGE

1987 JAN 28 AM 11:57

LOAN NUMBER
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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

WHEREAS, O. Wayne Barr and Gayla J. Barr, husband and wife; and Delbert O. Barr and Daisy A. Barr, husband and wife

executed and delivered to The Federal Land Bank of Omaha (Post Office address, Omaha, Nebraska) a certain note secured by a mortgage upon real property situated in Madison County, State of Iowa, said mortgage being recorded in Book 124 of Mortgages, on Page(s) 7, or as Supplemental Mortgage filed Jan. 28, 1987 in Book 147, Page 308 of the records of said County; and

WHEREAS, the present owner(s) (and contract purchasers, if any) of the following-described security in Madison County, State of Iowa:

A parcel of land in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 13, Township 74 North, Range 28 West of the 5th Principal Meridian, Madison County, Iowa,

Beginning at the Southeast Corner of Section 13, T74N, R28W of the 5th P.M., Madison County, Iowa; thence North 90°00'00" West 547.53 feet along the South line of said Section 13; thence North 00°16'42" East 440.23 feet; thence North 88°25'21" East 553.21 feet to the East line of said Section 13; thence South 00°57'27" West 455.51 feet to the point of beginning. Said parcel contains 5.66 acres including 0.76 acres of County Road Right of Way.

The South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Thirteen (13), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M.

has consented to The Federal Land Bank of Omaha reamortizing the balance remaining unpaid on said mortgage loan in accordance with Form 2216, Reamortization Computation and Agreement.

NOW, THEREFORE, The Federal Land Bank of Omaha agrees to reamortize said mortgage loan, and the aforesaid present owner(s) (and contract purchasers, if any) hereby promises and agrees to pay said unpaid balance according to all the terms and conditions of an agreement to reamortize heretofore executed and delivered to The Federal Land Bank of Omaha. Said agreement to reamortize provides for the payment of said unpaid balance with interest at the said rate on an amortization plan, the last installment being due and payable on January 1, 1997. Said agreement further provides that the Bank may establish a higher or lower rate of interest, which will thereupon apply to the unmatured balance of the debt and will remain in effect until a different rate of interest is established. When a different rate of interest is established, the amount of each subsequent payment will be increased or decreased to reflect the different rate of interest. All defaulted payments on advances for taxes, for payment of insurance premiums and liens made under the terms of the mortgage and on all delinquent amounts after maturity will bear interest from the date of default until paid at a rate which is equal to the then current interest rate plus two percent per annum, or such higher or lower rate as may from time to time be established.

The rights of the mortgagee against all persons, other than the person(s) executing or consenting to this agreement, who may, in any manner, be personally liable on any or all of the original indebtedness, or who may have any interest in or lien on any or all of the security covered by the mortgage, are reserved. Any and all persons against whom rights are so reserved may demand that the mortgagee enforce all rights as to such indebtedness as though this agreement of reamortization had not been made. In the event such demand is made, this agreement will be null and void as to such nonconsenting parties. All rights against anyone, against whom rights are herein reserved, may be waived or may be enforced as if this agreement had not been made.

Dated January 27, 1987

x O. Wayne Barr
O. Wayne Barr
x Gayla J. Barr
Gayla J. Barr
x Delbert O. Barr
Delbert O. Barr
x Daisy A. Barr
Daisy A. Barr

THE FEDERAL LAND BANK OF OMAHA
By Federal Land Bank Association of

Attest: Anita L. Strunk
Anita L. Strunk, Asst. Secretary

Red Oak
Its Agent and Attorney-in-fact
By Carl Stukenholtz
Carl Stukenholtz, President

STATE OF Iowa }
COUNTY OF Clarke } ss.

On this 27th day of January, 19 87, before me, a Notary Public in and for said County and State, personally appeared O. Wayne Barr, Gayla J. Barr, Delbert

O. Barr and Daisy A. Barr
to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Paul H. Wieck, II
Paul H. Wieck, II
(Type or print name under signature)
Notary Public in and for said County and State

STATE OF Iowa }
COUNTY OF Dallas } ss.

On this 10th day of December, 19 86, before me, a Notary Public in and for said County and State, personally appeared _____

Carl Stukenholtz

to me personally known to be the identical person who executed the foregoing instrument, who being by me duly sworn did say that he is president of the above-named Federal Land Bank Association; that said instrument was signed and sealed by him as agent and attorney-in-fact on behalf of, said as a voluntary act and deed of, The Federal Land Bank of Omaha, a corporation organized and existing under the laws of the United States.

My commission expires 9-28-89

Nancy J. Halterman
Nancy J. Halterman
(Type or print name under signature)
Notary Public in and for said County and State

Exhibit "A"

ACKNOWLEDGMENT OF WAIVER OF HOMESTEAD EXEMPTION

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED ON THIS MORTGAGE.

X O. Wayne Barr
O. Wayne Barr

January 27, 1987.

X Gayla J. Barr
Gayla J. Barr

January 27, 1987.