

STATE OF IOWA, ss.
MADISON COUNTY,

Inst. No. 1508 Filed for Record this 3 day of February 1987 at 9:45 AM
Book 147 Page 334 Recording Fee 15.00 Mary E. Welby, Recorder, [Signature] Deputy

EXTENSION AGREEMENT Loan No. 9257

This Extension Agreement is made and entered into this 29th day of January, 1987, by and between Bankers Trust Company, hereinafter referred to as "Lender" and Donovan L. Brown & Brenda K. Leokadi Rokitnicki, husband and wife, assumed by Erazm Rokitnicki & Leokadi Rokitnicki, husband and wife, hereinafter referred to as "Borrower".

WITNESSETH:

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WHEREAS, there remains unpaid on a certain Note executed by Borrower to Lender the sum of \$ 40,027.21, hereinafter referred to as "Note", with said Note being secured by a Mortgage on certain real estate located in Madison County, Iowa, and legally described as follows, to-wit:

see attached

said Mortgage being dated the 23rd day of September, 1976, and recorded in Book 124, Page 624, of the Madison County, Iowa Recorder's Office on the 28th day of September, 1976, hereinafter referred to as "Mortgage"; and

WHEREAS, the Borrower has requested the Lender to extend the time of payment of the Note, which consent the Lender has given the Borrower in consideration of the payment to be made as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Lender hereby extends the time of payment of said Note so that the balance due under said Note shall be due and payable as hereinafter provided, and the Borrower hereby agrees, jointly and severally, to pay the sum remaining unpaid as aforesaid, together with interest from February 1, 1987, at the rate of Nine & three-quarters percent (9.75%) per annum payable as follows:
Six Hundred Seventy-Four and 20 /100 Dollars (\$ 674.20) shall be due on the 1st day of March, 1987, and Six Hundred Seventy-Four and 20 /100 Dollars (\$ 674.20) shall be due on the 1st day of each month thereafter until the 1st day of February, 1988, at which time the entire unpaid principal balance and any accrued and unpaid interest shall become due and payable in full.

Borrower shall pay to the Lender a late charge of five percent (5%) of any monthly installment not received by the Lender within fifteen days from and after the installment is due hereunder along with said late installment payment.

The parties hereto agree that the Mortgage shall constitute a first lien on the real property described above and that this Extension Agreement shall refer back to the Mortgage and all of the covenants and conditions of the Note and Mortgage shall remain the same except as modified herein. Any statute of limitations shall not begin to run against said Note and Mortgage before the end of the extended period described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

BORROWER:

[Signature]
Erazm Rokitnicki

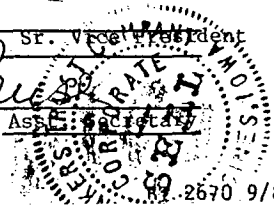
[Signature]
Leokadi Rokitnicki

LENDER:

BANKERS TRUST COMPANY

By [Signature]
J. L. Welker Its Sr. Vice President

By [Signature]
Larry D. Jensen Its Asst. Secretary



RETURN TO:
BANKERS TRUST COMPANY

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 CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

BORROWER:

Erazm Rokitnicki Leokadia Rokitnicki
Erazm Rokitnicki Leokadi Rokitnicki

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 2nd day of February, A.D. 19 87, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared J. L. Welker and Larry D. Jensen, to me personally known, who, being by me duly sworn, did say that they are the Sr. Vice President and Asst. Secretary respectively, of said corporation executing the within and foregoing instrument to which this is attached; that the seal affixed to the within and foregoing instrument is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said J. L. Welker and Larry D. Jensen as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Mary R. Woodhouse
Notary Public in and for said
County and State

STATE OF Iowa)
) SS:
COUNTY OF Polk)

On this 30 day of January, A.D. 19 87, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Erazm Rokitnicki and Leokadia Rokitnicki, husband & wife to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Larry D. Jensen
Notary Public in and for said
County and State

A tract of land beginning 1,149.4 feet North and 75.76 feet West of the Southeast corner of Section Eleven (11) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, thence South, 85° West, along the North line of the South 35 acres of Southeast quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of said Section, 584.24 feet, thence North 825 feet, thence North, 47° East, 798.2 feet to the West line of the County Road, thence Southerly along said West line of said County road 1,314.15 feet to the point of beginning, and containing 14 acres, more or less in Madison County, Iowa,