## MORTGAGE EXTENSION

## and MODIFICATION AGREEMENT

| the RACCOO  | ent made this <u>8th</u> day of <u>April</u> , 19 <u>91</u> by and between  N VALLEY STATE BANK, a banking corporation organized and existing under the State of Iowa, party of the first part, and Marion C. Devault & Mildred  |
|---|--|
| the laws of Devault, H &  | W. of the city of Earlham, IA , parties of the second part WITNESSETH,   |
| of the first<br>of Mortgage<br>the Registe:   | the part ies of the second part have/has heretofore mortgaged unto the party t part certain lands and premises which are described in a certain indenture bearing date $\frac{4/10/85}{\text{Modison}}$ which Mortgage is recorded in the Office of r of Deeds for $\frac{\text{Modison}}{\text{Modison}}$ County, State of $\frac{\text{Iowa}}{\text{Iowa}}$ in Liber $\frac{143}{\text{Iowa}}$ of on pages $\frac{1}{8}$ % which mortgage is made a part hereof by reference and the |
| <b>J J</b> .  | due and payable.   |
| amount due<br>time of pay   | the parties of the second part is/are unable to make payment in full of the said party of the first part under said mortgage, and has requested that the ment be extended, and the party of the first part is willing to extend the ment in accordance with the provision of this instrument.  |
|   | FORE, in consideration of the sum of One Dollar in hand paid by the part ies   |
| of the seco   | nd part to the party of the first part, receipt of which is hereby acknowledged, other valuable considerations, it is agreed hetween the parties hereto as follows:  |
| (1) That  | the date of the final payment on the said mortgage upon which there is at  |
| provided ho   | balance of $\$$ 6,939.18 due, is hereby extended to April 5, 19 $\frac{94}{}$ ; wever, that said part $\frac{1es}{}$ of the second part shall pay to apply on said debt,   |
| the sum of  | Two Hundred Thirty and NO/100 Dollars on May $^5$ , $19^{91}$ ; and nirty and NO/100 Dollars on the same day of each month thereafter.   |
| Said paymen   | its to be first applied to the balance of interest due at the rate of $\frac{11.00}{11.00}$ er annum from April 8, 19_91 and the remainder to the balance of   |
| principal u   | ntil paid in full.   |
|   | , not withstanding the foregoing provisions or anything to the contrary containe<br>tgage, if the part <sup>ies</sup> of the second part shall be in default for more than   |
| thirty days   | in making payment of any monthly installment, as herein provided then after  |
| i de la companya de | t has occured, the party of the first part may hereby declare the balance then said mortgage due and payable forthwith, and may foreclose said mortgage in   |
|   | with the terms, conditions and provisions thereof.   |
| (3) That  | the terms, conditions and provisions of said mortgage are hereby ratified  |
| and confirm<br>by this ins  | ned in all respects, matters and things except wherein the same are modified   |
| •   | t this agreement shall not create any merger or alter or prejudice the rights  |
|   | ties of the party of the first part, its successors and assigns, and if so   |
|   | then, in such event, this agreement shall be void and have no effect.  |
| -   | sement shall be binding upon the successors, heirs, admininstrators and assigns espective parties hereto.  |
| mon juulcie   | and that homestead property is in many cases protected from the claims of creditors and exempt al sale; and that by signing this contract, I voluntarily give up my right to this protection for this ith respect to claims based upon this contract.  |
| A ac  | ion C Ale Vault 4-8-91 Drieding 20 Canes 4-8-91  |
| (Signature)   | (Date) (Signature) (Date)  |
|   | SS WHEREOF, the party of the first part has caused this instrument to be execute its behalf by its CEO and its corporate seal hereunto affixed on the Title of Officer   |
| 8th   | day of April, and on the same day the part $ies$ of the  |
| second part   | t has/have hereunto set their hands and seals.   |
| In presence   | igned borrower(s) acknowledge(s) receipt of a copy of this instrument.   |
| 200   | e of:  Naughn  By GUANA NAIST  |
|   | Vaugun, Cashier Elizabeth Garst, Its CEO   |
| $m_{\alpha}$ .  | C N C - 14   |
| (Borrower)  | Marian C. DeVault (Borrower) Mildred DeVault   |
| 13.00   |  |
|   | MENT, STATE OF IOWA, COUNTY OF DALLAS  |
|   | orthise 8 th: day of April, 1991 before me, a Notary Public in the State of low Marion C. DeVault & Mildred Devault and Elizabeth Carst, CEO   |
|   | ersonally appeared   |
| Acknow-   | ecuted the same as their voluntary act and deed.   |
|   | d rife personally known, who being by me duly sworn or affirmed did say that that person is  |
| Corporate<br>Acknow- D  | procured by said) corporation and that said instrument was signed and sealed on behalf of the said corporation by authority  |
| ledgment it   | s board of directors and the said C.E.O. acknowledged the execution  |
| ۰ کے  | of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.  |
|   | Notary Public In The State Of lowe   |
| ) U :   | owa  |
| , H   | COMPARED O'Notary Public in The State of lower   |
| 0,  | **************************************   |
| TE OF IOWA  | ss. Inst. No. 2089 Filed for Record this 15 day of April 19 91 at 10:33 Am   |