FILED NO. BOOK 185 PAGE 199

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RECORDED

MORTGAGE EXTENSION

MICHELLE UTSLER RECORDER
MADISON COUNTY, 10 WA

	and MODIFIC	CATION AGREEMENT	·
This Agreement made this	s <u>18th</u> TATE BANK, a ban	day of <u>October</u>	rganized and existing under
the laws of the State of	' Iowa, party of t	he first part, and	Candance L Ostrander, of the second part WITNESSETH
of the first part certa of Mortgage bearing dat	in lands and premi e <u>10/25/95</u> whic	ses which are desc h Mortgage is reco	ore mortgaged unto the party ribed in a certain indenture rded in the Office of wa in Libery 179 of
Mortgages, on pages 59-	60, which mortgag	e is made a part h	ereof by reference and the

Whereas, the party of the second part is/are unable to make payment in full of the amount due said party of the first part under said mortgage, and has requested that the time of payment be extended, and the party of the first part is willing to extend the time of payment in accordance with the provision of this instrument.

NOW THEREFORE, in consideration of the sum of One Dollar in hand paid by the party of the second part to the party of the first part, receipt of which is hereby acknowledged, as well as other valuable considerations, it is agreed between the parties hereto as follows:

- (1) That the date of the final payment on the said mortgage upon which there is at this time a balance of \$30,356.00 due, is hereby extended to October 5 , 1999; provided however, that said party of the second part shall pay to apply on said debt, the sum of Two Hundred Sixty-nine and no/100-Dollars on November 5 , 1996; and Two Hundred Sixty-nine and no/100---- Dollars on the same day of each month thereafter. Said payments to be first applied to the balance of interest due at the rate of $8^{3/4}$ per cent per annum from October 18 , 1996 and the remainder to the balance of principal until paid in full.
- (2) That, not withstanding the foregoing provisions or anything to the contrary containe. in said mortgage, if the part \underline{y} 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 such default has occured, the party of the first part may hereby declare the balance then unpaid on said mortgage due and payable forthwith, and may foreclose said mortgage in accordance with the terms, conditions and provisions thereof.
- (3) That the terms, conditions and provisions of said mortgage are hereby ratified and confirmed in all respects, matters and things except wherein the same are modified by this instrument.
- (4) That this agreement shall not create any merger or alter or prejudice the rights and priorities of the party of the first part, its successors and assigns, and if so construed, then, in such event, this agreement shall be void and have no effect.

This agreement shall be binding upon the successors, heirs, admininstrators and assigns of the respective parties hereto.

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. (Signature) (Date) (Signature) (Date) IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed for and on its behalf by its C.E.O. and its corporate seal here atticed Title of Officer day of October , 19<u>96</u>, and on the same day second part has/have hereunto set <u>her</u> hand and seal The undersigned borrower(s) acknowledge(s) receipt of a copy of this RACEDON Hawkins Elizabeth GarstIts C.F.

Borrower	r) Candance L. Ostrander	(Borrower)	•
ACKNOWLE	DGMENT: STATE OF IOWA, COUNTY OF	·	} ss.
	On this 18th day of October personally appeared Candance L. Ost	, 1996 before me, a Notary Public i and Elizabeth Garst	n the State of Iowa,
Individual Acknow- ledgment	to me known to be the person(s) named in and the same as her would the same as her	e foregoing instrument, and acknowledged the	
Corporate		eal aff्रिक्त to said instrument is the seal of said	d) (no seal has been
Acknow- ledgment	procured by said) corporation and that said natural ent was significant was significant of said instrument to be the voluntary act and deed of said cor.	acknowle	ation by authority of adged the execution
L.,		the barrier of the ba	

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