

# Mortgage Extension and Modification Agreement

COMPARED

Renewal of  
Loan No. 6057640

This Agreement made this 13th day of March 19 92, by and between the  
Clarke County State Bank, a banking corporation organized and existing under the laws  
of the State of Iowa, party of the first part, and Benjamin Wayne Kirk and Sandra S. Kirk, husband and wife  
of the City of Peru, part of the second part, WITNESSETH:

WHEREAS, the parties of the second part have/has heretofore mortgaged unto the party of the first part certain lands and  
premises which are described in a certain Indenture of Mortgage bearing date May 22, 1985 which Mortgage  
is recorded in the Office of the Register of Deeds for Madison County, State of Iowa  
in Liber 143 of Mortgages, on pages 193, which Mortgage is made a part hereof by reference and the  
same is now due and payable.

WHEREAS, the parties 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 parties 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 \$ 80,823.04  
due, is hereby extended to May 20, 2005 ~~xxx~~; provided however, that said parties of the second party shall pay  
to apply on said debt, the sum of Ten Thousand Nine Hundred Sixty-three and 99/100 Dollars  
on May 20, 19 93, and Ten Thousand Nine Hundred Sixty-three and 99/100 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 9.0 variab  
per cent per annum from March 13, 19 92 and the remainder to the balance of principal until paid in full.

(2) That, notwithstanding the foregoing provisions or anything to the contrary contained in said Mortgage, if the parties 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 occurred, the party of the first part may 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 of no effect.

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

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed for and on its behalf by its  
Vice President and its corporate seal hereunto affixed on the 13th day of March  
19 92, and on the same day the parties of the second part has/have hereunto set their hands and seal

In presence of:

CLARKE COUNTY STATE BANK  
By Donald D. Dau  
Its Vice President  
Title of Officer

Benjamin W. Kirk (L. S.)  
Sandra S. Kirk (L. S.)

STATE OF Iowa }  
County of Clarke } ss:

On this 13th day of March, 19 92, before me, personally appeared  
Donald D. Dau

the Vice President of the Clarke County State Bank, the corporation  
named in and which executed the within instrument, and that he executed the same for and on behalf of said corporation by  
authority of its Board of Directors and that the corporate seal affixed thereto is the corporate seal of said corporation, and that said  
instrument is the free act and deed of said corporation.

And on the same day appeared Benjamin Wayne Kirk and Sandra S. Kirk to me known to be the parties  
of the second part, described in and who executed the within instrument and who acknowledged that they executed the  
same as their free act and deed for the intents and purposes therein mentioned.



My Commission Expires

Notary Public

Inst. No. 2191 Filed for Record this 18 day of March 19 92 at 11:00 AM  
Book 161 Page 472 Recording Fee \$5.00  
Michelle Utsler, Recorder, By Shirley H. Henry Deputy

STATE OF IOWA, SS.  
MADISON COUNTY,