COMPUTER _______AUD \$______

RECORDED ______ AGREEMENT FOR EXTENSION OF NOTE

AND MORTGAGE SECURING SAME

93 AUG -2 PM 3: 33

MICHELLE UTSLER
RECORDER
MADISON COUNTY. IOWA

RELEASED_	2-1-03		SEE
RECORD	2002	_PAGE	541
ME/CUIW		· ·	

WHEREAS, Robert Cecil Shaw and Norma J. Shaw hereinafter called Borrowers, did on the 26th day of July , 19 83, execute and deliver to FARMERS & MERCHANTS STATE BANK, Winterset, Iowa, a certain first real estate mortgage recorded in Book 138 on Page 341 of mortgage records of the County Recorder of Madison County, Iowa, to secure the payment of a note of even date therewith in the amount of \$ 250,000.00 payable to the order of FARMERS & MERCHANTS STATE BANK, kharkinakunakunikun date of the principal sum of \$ 90,000.00 ...

NOW, THEREFORE, in consideration of the extension of the payment of said note, the Borrowers, being the present owners of the premises described in said mortgage hereby assume and promise to pay to the order of FARMERS & MERCHANTS STATE BANK at its offices in Winterset, Iowa, said principal sum of \$90,000.00 with interest thereon from the date of this instrument until paid at the rate of 8.50 % per annum. Principal and interest shall be payable

All payments shall be applied first on interest then unpaid and next upon the balance of the principal; the Borrowers having the option of making extra principal payments on any regular interest paying date. Such additional payments are not to reduce the regular payments herein agreed to, but are to operate to discharge the indebtedness at an earlier date or to reduce the amount of the final payment.

Borrowers hereby covenant that the above mortgage is a first lien on the premises therein described and that it shall continue and remain as security for the payment of said principal remaining on said note and mortgage and the interest hereinbefore stated until paid; and in case of failure to comply with any of the conditions hereof or any of the conditions of the said note and mortgage, all provisions of said instruments, except as modified hereby becoming a part of this instrument, then the whole debt shall at once become due and payable at the option of the owner of said mortgage, and all covenants and conditions of said note and mortgage securing the same shall remain in force, except as modified by this instrument.

⁴ Annual Principal payments of \$10,000.00 due beginning July 27, 1994 and continuing until July 27, 1998 at which time a balloon payment of \$50,000.00 shall be due and payable. Interest payments due semi-annually beginning January 27, 1994 and continuing until the maturity date of July 27, 1998.

all conditions thereof. 27th day of July ANTS STATE BANK meier-Vice President STATE OF IOWA COUNTY OF MADISON On this 27th day of July , 19 93 , before me, the undersigned, a Notary Public in and for said County and said State, personally appeared _____ Tim J. Rethmeier , to me personally known, who being by me duly sworn, did say that he is the _____Vice President _____ of said Bank; that the seal affixed thereto is the seal of said Bank; that said instrument was signed and sealed on behalf of said Bank by authority of its Board of Directors; and that the said Tim J. Rethmeier as said Vice President , acknowledged the execution of said instrument to be the voluntary act and deed of said Bank, by it and by him voluntarily executed. NANCY J. CORKREAN Public in and for the State of Iowa STATE OF IOWA COUNTY OF Madison On this 27th day of July , 1993 , before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert Cecil Shaw and Norma J. Shaw to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed. NANCY J. CORKREAN Public in and for the State of Iowa

FARMERS & MERCHANTS STATE BANK agrees to the foregoing extension and

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