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LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

CHEK

Prepared by: Return to:

Debbie Spilker, 233 Fisher Drive, Waterloo, IA 50701 (319) 287-8226 Debbie Spilker, 233 Fisher Drive, Waterloo, IA 50701 (319) 287-8226

EXTENSION AGREEMENT TO NOTE AND MORTGAGE

In Re:

LOTS THREE (3) AND FOUR (4) IN BLOCK SIXTEEN (16) OF PITZER & KNIGHT'S ADDITION TO THE TOWN OF WINTERSET, MADISON COUNTY, IOWA. LOCALLY KNOWN AS: $615~4^{TH}$ AVENUE NORTH, WINTERSET, IOWA.

WHEREAS, MICHAEL D MCCAULEY AND KATHLEEN A MCCAULEY, HUSBAND AND WIFE, were the obligor(s) (the "Mortgagors") and Veridian Credit Union was the lender ("VCU") in that certain Note, said Note having been dated JANUARY 06, 2009, and providing for a loan amount of \$192,000.00, to be payable to VCU over a 30 year period beginning MARCH 01, 2009, and terminating FEBRUARY 01, 2039, with an initial interest rate of 4.875% (the "Note");

WHEREAS in conjunction with the Note, the Mortgagors signed that certain Mortgage securing the above real estate, said Mortgage having been dated JANUARY 06, 2009, and recorded as DOCUMENT 2009 51, BOOK 2009 PG 51, recorded on JANUARY 07, 2009 (the "Mortgage").

WHEREAS the parties to this Extension Agreement now desire to amend the Note and Mortgage providing that no payment [of principal and interest] are due for the months of JULY and AUGUST 2013 and by extending the final due date of the Note and Mortgage until all payments have been paid in full.

NOW IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN MADE AND FOR THE MUTUAL BENEFIT OF ALL PARTIES HERETO, IT IS AGREED AS FOLLOWS:

1. The Note and Mortgage shall be amended to provide that no monthly payments [of principal and interest] shall be due for the months of JULY AND AUGUST 2013. Interest shall continue to accrue during these

months at the rate as set forth in the Note. [Escrow payments shall continue to be paid monthly.]

- 2. The Mortgagors shall not be deemed to be in default under the terms of the Note and Mortgage for the payments not made during these months.
- 3. All regular payments of principal and interest shall start again on SEPTEMBER 01, 2013, plus the escrow payment, if applicable.
- 4. All payments of principal, interest and escrow payments, if applicable, shall continue past the final due date as set forth in the Note and Mortgage until all payments of accrued interest and principal and interest payments have been paid in full.
- 5. The Mortgagors hereby reaffirm any and all obligations undertaken in the Note and Mortgage. Further, the Mortgagors agree all terms, conditions and covenants as set forth in the Note and Mortgage are in full force and effect other than changes and extension period as granted by this Extension Agreement.

Extension Agi	reement.		
<u> </u>	auley	Kathleen A. W	# Caulo
MICHAEL D MCCAULEY		KATHLEEN A MCCAULEY	
STATE OF IOWA COUNTY OF MADISON))) ss:	SAY Commiss	RIN WALSH ion Number 771248 IMISSION EXPIRES
This instrument wa Michael DMcCauleu	is acknowledged be y + Kathloen f	efore me on June 15, 20 FMcCauley Erin Walsh Notary Public in the State	
STATE OF IOWA)) ss:)	••	
This instrument was by Deborah K 50 of Veridian Credit Union. DEBORAH K SPILKER		e me on June 18, 20 a representative Notary Public in the State of	of Iowa.
SHELDON L STEFEL			