

Recorded: 11/3/2022 at 8:37:04.0 AM
County Recording Fee: \$12.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$15.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2022 PG: 3311

Prepared By: Justin Ness, Heritage Bank, 695 Marion Blvd. Marion, IA 52302. (319)373-5400.
Return To: Justin Ness, Heritage Bank, 695 Marion Blvd. Marion, IA 52302.

MORTGAGE EXTENSION

This Agreement, Made and entered into this 2nd day of November 2022 by and between Richard P. Lahr (Borrower) and Heritage Bank (Lender),

WHEREAS, Richard P. Lahr is justly indebted to said Heritage Bank in the sum of Forty Four Thousand Dollars 0/100(\$44,000.00) secured by a mortgage executed by said Richard P. Lahr the 22nd Day of April, 2016, securing advances up to \$46,049.73 of indebtedness, to be paid by a certain note dated the 28th Day of October 2022 payable to said Heritage Bank on the 2nd day of December 2027; which said mortgage was duly recorded in the Recorder's office of Delaware County, Iowa, in Book 2016, Page 1153 of Mortgage Records, on May 6, 2016 upon land legally described as follows:

Lots One Thousand Seventy Nine (1079), One Thousand Eighty (1080), One Thousand Eighty One (1081), One Thousand Eighty Two (1082), One Thousand Eighty Three (1083), One Thousand Eighty Four (1084) and One Thousand Eighty Five (1085), Delaware, Iowa according to plat recorded in Book 2, L.D., Pages 488-489.

WHEREAS, \$44,000.00 of the principal sum of said note is still unpaid and the said Richard P. Lahr, hereto has applied to said Heritage Bank for the extension of his said mortgage for a term of 20 years, up to and including total indebtedness of \$46,049.73 as stated in such original mortgage.

NOW THEREFORE, in consideration of the execution of this extension, and the faithful performance of all the covenants in said note, and mortgage, as well in spirit and in letter, and the payment of interests to this date, said Lender hereby agrees to extend the time of the mortgage to November 2, 2042.

It is also expressly understood and agreed by and between the parties hereto that nothing herein contained shall operate to discharge or release the said Richard P. Lahr heirs, legal representatives, or assigns, from the liabilities to fulfill, keep and promptly perform, as well in spirit as in letter, each, and all of the covenants in said mortgage and note given by said Richard P. Lahr.

It is further expressly understood by and between the parties hereto, that in case of default in any of the covenants or conditions in said note or mortgage, then at the election of said first party, heirs or assigns, the whole of principal sum shall at once become due and payable and said note shall draw interest from such default and the mortgage shall be foreclosed as stated in said mortgage, anything hereinbefore contained to the contrary notwithstanding.

IMPORTANT: READ BEFORE SIGNING, THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED. EITHER PARTY MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Richard P. Lahr 11-2-22
Richard P. Lahr Date

HERITAGE BANK

Tiffany Smith 11-2-22
Tiffany Smith, Assistant Branch Manager Date

STATE OF IOWA)

COUNTY OF DELAWARE)

On this 2nd day of November, 2022, before me, a Notary Public in the State of Iowa, personally appeared Richard P. Lahr, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Tiffany A. Smith
- Notary Public in and for the State of Iowa



STATE OF IOWA)

COUNTY OF DELAWARE)

On this 2nd day of November, 2022, before me, a Notary Public in the State of Iowa, personally appeared Tiffany Smith, of Heritage Bank, to me known to be the person authorized by said corporation to execute the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Linda J. Jay
- Notary Public in and for the State of Iowa

