

Recorded: 4/5/2024 at 10:10:17.0 AM
County Recording Fee: \$12.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$15.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 724

MORTGAGE EXTENSION

This Agreement, Made and entered into this 1st day of April 2024, by and between Clyde J. Ries and Barbara J. Ries (Borrowers) and Heritage Bank (Lender),

WHEREAS, Clyde J. Ries and Barbara J. Ries are justly indebted to said Heritage Bank in the sum of Thirty One Thousand 0/100 Dollars(\$31,000.00) secured by a mortgage executed by said Clyde J. Ries and Barbara J. Ries the 4th Day of March, 2019, securing advances up to \$40,000.00 of indebtedness payable to said Heritage Bank; which said mortgage was duly recorded in the Recorder's office of Delaware County, Iowa, in Book 2019, Page 547 of Mortgage Records, on March 14, 2019 upon land legally described as follows:

Lots nine hundred thirty three (933), nine hundred thirty four (934), nine hundred thirty five (935), nine hundred thirty six (936), nine hundred thirty seven (937), and nine hundred thirty eight (938), Delaware, Iowa according to plat recorded in Book 2 L.D., Pages 488-489.

and

WHEREAS, \$31,000.00 of the principal sum of notes are still unpaid and the said Clyde J. Ries and Barbara J. Ries, hereto has applied to said Heritage Bank for the extension of said mortgage for a term of 20 years, up to and including total indebtedness of \$40,000.00 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 March 4, 2039.

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 Clyde J. Ries and Barbara J. Ries 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 Clyde J. Ries and Barbara J. Ries.

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.

Clyde J. Ries 4/1/24
Clyde J. Ries Date

Barbara J. Ries 4/1/2024
Barbara J. Ries Date

HERITAGE BANK

Tiffany Smith
Tiffany Smith, Assistant Branch Manager

STATE OF IOWA)

COUNTY OF DELAWARE)

On this 1st day of April, 2024, before me, a Notary Public in the State of Iowa, personally appeared Clyde J. Ries and Barbara J. Ries, 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 1st day of April, 2024, 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