BK: 2024 PG: 787

Recorded: 4/15/2024 at 2:47:52.0 PM

Pages 2

County Recording Fee: \$12.00 lowa E-Filing Fee: \$3.22 Combined Fee: \$15.22 Revenue Tax: \$0.00

BRANDY L. MACUMBER, RECORDER

Madison County, Iowa

Prepared by: Dominique Vondran GreenState Credit Union 2355 Landon Rd, North Liberty, Iowa 52317 319-248-7164

Return to: GreenState Credit Union 2355 Landon Rd, North Liberty, Iowa 52317 319-248-7164

Legal Description: See Below

Extension and Amendment of Mortgage

The GreenState Credit Union f/k/a UICCU, 2355 Landon Road North Liberty Iowa, as the Lender, and Gary F. Cassady Sr and Nancy J. Cassady a Married Couple, Mortgagor(s), whose address is: 340 NW 3rd St Earlham Iowa 50072 hereby agree as follows:

The Mortgage executed by Mortgagor(s) on the 22nd day of September, 2018 with a final payment due thereon on or before the 15th day of September, 2023, and which Mortgage was recorded on the 20th day of November, 2018 in Book 2018, Page 3778, of the Records of the Recorder for Madison County, Iowa, upon the following described property, to-wit:

The East Ninety-five (95) feet of Lot Two (2) of Block Four (4) of Academy Addition to the Original Town of Earlham, Madison County, Iowa.

Has not been satisfied as of the maturity date. The Parties are desirous and find it mutually beneficial to modify certain terms of the note by extending the maturity date of the Mortgage executed by **Gary F. Cassady Sr and Nancy J. Cassady** on the **22nd** day of **September**, 2018 and recorded the **20th** day of **November**, 2018 in Book **2018**, Page **3778**.

The parties state and acknowledge this modification shall not impact any other terms but shall only extend the maturity date of the previously recorded Mortgage and shall now secure credit in the amount of \$67,276.64 and accordingly is hereby amended and extended as follows:

The final payment of the Note secured by the said Mortgage shall now be on or before the **15th** day of **September**, 20**32**.

If Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

All other terms, warranties and conditions of the Mortgage previously Recorded **November 20**, 20**18** in Book **2018**, Page **3778** shall apply without modification, and this amendment shall only extend the terms.

NOTICE: This mortgage secures credit in the amount of \$67,276.64. No further advances shall be permitted by the lender and Borrower promises to pay the Unpaid Principal Balance, plus interest, to

the order of Lender with the balance due in full upon 102 payments. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.07%.

If any term in this Extension and Amendment of Mortgage violates any law or for some other reason is not enforceable, that term will not be part of this Extension and Amendment of Mortgage. However, the other terms of this Extension and Amendment of Mortgage will remain effective.

This Extension and Amendment of Mortgage is subject to Iowa law and any applicable Federal law. If enactment or expiration of applicable laws has the effect of rendering any provision of this Extension and Amendment of Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums loaned in connection with the Note.

IMPORTANT: READ THE EXTENSION AND AMENDMENT OF MORTGAGE ("AGREEMENT") ACCOMPANYING THIS NOTICE BEFORE SIGNING. THE TERMS OF THE AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THE WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THE AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT. ORAL OR IMPLIED CHANGES TO THE AGREEMENT ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

BORROWER(S) ACKNOWLEDGES THAT BORROWER(S) HAS READ, UNDERSTANDS AND AGREES TO THE TERMS OF THIS EXTENSION AND AMENDMENT OF MORTGAGE, AND ACKNOWLEDGES RECEIPT AND POSSESSION OF AN EXACT COPY OF THIS DOCUMENT.

STATE OF IOWA, COUNTY OF Dallas, ss:

On this 13th day of April, 2024, before me, a Notary Public, personally appeared Gary F. Cassady Sr and Nancy J. Cassady, 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.

Notary Public

KENZIE PATTON Commission Number 840334 My Commission Expires