

Madison County, Iowa

Book 74

George J. Carey and wife )  
Maud E. Carey. to  
Potter Title & Trust Co.)

Filed for record the 20 day of May A.D.1921 at  
10.25 o'clock A.M.

Nettie E. Winship, Recorder  
Winifred Whedon, Deputy  
Fee \$.80 # 1151

1. THIS AGREEMENT, Made in duplicate this 3rd day of May, A.D. 1921, by and between George J. Carey and Maud E. Carey, husband and wife, of the County of Madison and State of Iowa, party of the first part, and Potter Title & Trust Company, Pittsburg, Pa., a corporation duly organized and existing under and by virtue of the laws of the State of Pennsylvania, party of the second part;

2. WITNESSETH, That whereas the said party of the second part is holder and owner of one promissory note for Seven Thousand Five Hundred Dollars made by George J. Carey and Maud E. Carey, dated March 13, 1916, payable to the order of Security Loan and Title Company of Winterset, Iowa, and which said note has been heretofore duly and properly assigned to the said party of the second part, and which note is secured by a mortgage on real estate in the county of Madison and State of Iowa, described as follows, to-wit:

The East 52½ rods of the Northeast Quarter (¼) of the Northwest Quarter (¼) of Section Twenty seven (27), and the East 52½ rods of the East Half (½) of the Southwest Quarter (¼), and the Northwest Quarter (¼) of the Southeast Quarter (¼), and the East 52½ rods of the South 85 feet of the Southeast Quarter (¼) of the Northwest Quarter (¼) of Section Twenty two (22), in Township Seventy four (74) North, of Range Twenty eight (28) West of the 5th P.M. Madison, County Iowa,

said mortgage being filed for record in the office of the County Recorder of Madison County, Iowa, on the 21st day of March A.D. 1916, in Book 59, on page 390, and which said mortgage was heretofore <sup>duly</sup> assigned to Annabel Potter, by proper deed of Assignment of Mortgage recorded in the said office on the 23rd day of March, A.D. 1916, in Book 61, on page 572, and which said mortgage was heretofore duly assigned by Annabel Potter to the said party of the second part, by proper deed of Assignment of Mortgage recorded in the said office on the 11th day of July A.D. 1919, in Book 67, on page 625,

3. AND WHEREAS, the said party of the first part is the owner in fee of the premises described in said mortgage;

4. AND WHEREAS, At the special instance and request of the said party of the first part, the

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said note so that the same shall be due and payable as follows, APRIL 1ST, 1924.

The privilege is hereby granted to pay \$100.00 or any multiple thereof on April 1st, 1922, and upon interest paying dates thereafter.

5. NOW THEREFORE, In consideration of said extension, the said party of the first part does hereby agree with the said party of the second part to pay interest on said note as hereby extended from the 1st day of April A.D. 1921, until said principal shall be fully paid at the rate of SIX per cent, per annum, payable semi-annually on the 1st day of April, and the 1st day of October in each year; at the office of the Security Loan and Title Company, of Winterset, Iowa, or such other place as the holders of this loan may designate.

6. And the said party of the first part further agrees (at the option of the party of the second part) to pay the said principal note as hereby extended, in manner and form and at the place as provided in the said original note.

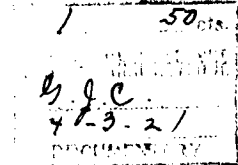
7. IT IS HEREBY FURTHER AGREED, That all the stipulations and provisions of the said principal note and all the covenants and conditions of the mortgage deed given to secure the same, shall remain in full force and effect, except only as expressly modified herein, IT IS AGREED, That the Statute of Limitations shall not begin to run against the said mortgage or notes until after the end of said extended period.

8. IN TESTIMONY WHEREOF, The said party of the first part have hereunto affixed their signatures, and the said party of the second part has caused these presents to be executed in its corporate name by its President, and its corporate seal to be hereunto affixed the day and year first above written.

EXECUTED IN DUPLICATE

(Corporate Seal)

George J. Carey  
Maud E. Carey



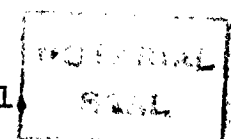
Attest  
W.K. Gamble, Secretary

Potter Title & Trust Company

By John E. Potter, President

State of Iowa County of Madison SS: On this 3rd day of May, 1921, before me the undersigned a notary public within and for the County and State aforesaid personally came George J. Carey and Maud E. Carey, husband and wife, personally to me known to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

In Witness Whereof I have set my hand and notarial seal this 3rd day of May, 1921.



W.F. Craig  
Notary Public within and for Madison County, Iowa.  
My Commission expires July 4, 1921.

Commonwealth of Pennsylvania, County of Alleghany SS: On this 7th day of May, 1921 before me the subscriber a notary public within and for the said County, personally appeared John E. Potter to me personally known who being by me duly sworn did say that he is the President of Potter Title & Trust Company, a corporation of the State of Pennsylvania having its principal office in the City of Pittsburg, Pa., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said Company by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said Potter Title & Trust Company.

M. McFarland  
Notary Public within and for said County  
and State.  
My Commission expires Feb. 10, 1923.