

## Mortgage Record, No. 78, Madison County, Iowa

FIDLAR &amp; CHAMBERS CO., DAVENPORT, IOWA

C. L. Sheets, Trustee )  
to J. R. Black ) Extension Agreement  
and Sarah A. Black ) #648  
Fee \$ 50

Filed for record the 7th day of March  
A.D. 1925 at 11:12 o'clock A.M.  
Gladys B. DeVault, Recorder.  
Paul Lucas, Deputy.

This Agreement Made and entered into this 4th day of March, 1925 by and between  
C. L. Sheets, Trustee, David Nicholl, Estate. of the first part, and J. R. Black &  
Sarah A. Black of Madison County, Iowa, of the second part.

WHEREAS, J. R. Black & Sarah A. Black \_\_\_ justly indebted to said C. L. Sheets,  
Trustee, David Nicholl, Estate in the sum of Forty nine hundred 00/100 DOLLARS secur-  
ed to be paid by a certain note and mortgage, executed by said J. R. Black & Sarah A.  
Black the 6th day of October 1919 payable to said David Nicholl on the 1st day of  
March 1925, with interest at the rate of 5 per cent, payable annually; which said  
mortgage was duly recorded in the Recorder's office of Madison County, Iowa in Book  
65 of Mortgages on page 450, and whereas, \$2000.00 of the principal sum of said note  
is still unpaid and the said J. R. Black & Sarah A. Black party of the second part  
hereto has applied to said C. L. Sheets, Trustee, David Nicholl, Estate for the ex-  
tension of mortgage said note of Two Thousand 00/100 DOLLARS for a term of five years  
from 1st day of March 1925 with interest at the rate of 5 per cent. per annum, payable  
annually, as per coupons of even date herewith, executed by the first party.

NOW THEREFORE, in consideration of the execution of said coupons, and the faith-  
ful performance of all of the covenants in said note, coupons and mortgage, as well  
in spirit as in letter, said first party hereby agrees to postpone and extend the time  
of payment of said note to the 1st day of March 1930 payable annually as per coupons,  
this day executed by said second party.

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 J. R. Black  
& Sarah A. Black, their 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

and mortgage and note given by said J. R. Black & Sarah A. Black.

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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 at eight per cent. from such default and the mortgage may be foreclosed as stated in said mortgage, anything herein before contained to the contrary notwithstanding.

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

C. L. Sheets, Trustee David Nicholl Estate

J. R. Black (Seal)  
Sarah A. Black (Seal)

State of Iowa, Madison County, ss: On this 4th day of March A.D., 1925, before me, the undersigned a Notary Public in and for said County, personally came C. L. Sheets, J. R. Black, & Sarah A. Black, personally known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged the execution of same to be their voluntary act and deed for the purposes therein expressed.

D. B. Casady  
Notary Public. In and for Madison County, Iowa.

