

Mortgage Record, No. 78, Madison County, Iowa

Elbert R. Weeks & wife)
to (Agreement
Federal Land Bank) #1300 Fee\$.80

Filed for record the 26th day of May
A.D., 1926 at 9:33 o'clock A.M.
Gladys B. DeVault, Recorder.

This agreement made and entered into this 22 day of May, 1926, by and between THE FEDERAL LAND BANK OF OMAHA, Omaha, Nebraska, party of the first part, and Elbert B. Weeks and Mary E. Weeks, husband and wife, parties of the second part, WITNESSETH: That whereas, on June 24th, 1921, Elbert B. Weeks and Mary E. Weeks, husband and wife who were then the owners in fee of the following described real estate, to-wit:

West half of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 27 in Township 75 North of Range 29 West of the 5th P.M., Madison County, Iowa made, executed, and delivered to party of the first part a first mortgage, recorded in Book 63, Page 344 of the mortgage records of said county, upon said real estate to secure a note of date of June 24th, 1921, in the sum of Four Thousand Dollars with interest from June 1st, 1921, until maturity, and whereas said second parties now the owners of said real estate and desire to extend the time of payment of the unpaid balance and to reduce the rate of interest thereon.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto that the principal of said indebtedness as evidenced by said note remaining unpaid on 1st day of June 1926, is \$3774.65, as shown by the amortization table applicable to this agreement; that the rate of interest upon the unpaid principal aforesaid is hereby reduced from 6% per annum to 5 1/4% per annum; that henceforth beginning on the 1st day of June 1926, the payment of said principal sum together with interest, which shall be made upon the amortization plan, providing for the payment of the sum of One Hundred Twenty five Dollars on the first day of June and on the first day of December of each year until sixty (60) semi-annual installments and a final installment of Ninety Dollars and Ninety-four Cents shall have been paid on the 1st day of December, 1956.

IN CONSIDERATION of said interest rate reduction, the parties of the second part hereby waive the prepayment option in said note and mortgage and agree that there shall be no option of making extra principal payments or additional installments upon said principal sum until after a period of five (5) years from the date of this agreement. Extra principal payments may be made after the expiration of five (5) years from the date hereof, upon the basis of the amortization plan applicable to this agreement.

IT IS EXPRESSLY AGREED AND UNDERSTOOD that this agreement shall in no manner change or alter the provisions of the note and mortgage aforesaid in any other manner than herein expressed, and that all covenants and provisions in said note and mortgage shall remain in full force and effect. THIS AGREEMENT is to be binding upon the heirs, representatives, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the 22 day of May 1926.

Witness
Geo. Cruise
Consent to the foregoing agreement
is hereby given by
Wacksburg National Farm Loan Association.
----- President.
A. C. Schutz, Secretary - Treasurer.

Elbert B. Weeks
Mary E. Weeks
THE FEDERAL LAND BANK OF OMAHA
By A. Kopperud, Vice President.
Attest: G.C.Foreman, Asst. Secretary.

STATE OF IOWA, COUNTY OF MADISON, ss: On this 22 day of May A.D. 1926, before me, a Notary Public in and for said County, personally appeared Elbert E. Weeks and Mary E. Weeks, husband and wife, to me personally known to be the identical persons who are described in and who executed the foregoing instrument as grantors and acknowledged that the said instrument was executed as the voluntary act and deed of said grantor,

Witness my hand and official seal the day and year last above written.

Eugene Wilson
(Notary Public in and for said County)
My commission expires July 4 - 1927.



Agreement
For Release of Annexed Mortgage Sec
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