

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

R. M. Dawson, Admr.)  
to (Extension Agreement  
VALLEY SAVINGS BANK) #1708 Fee \$1.00 ✓

Filed for record the 6th day of August  
A.D. 1926 at 11:00 o'clock A.M.  
Gladys B. DeVault, Recorder.  
Paul Lucas, Deputy.

WHEREAS, on the 16 day of Feby 1915, Clark V. Dawson made a certain note for \$3500.00 payable to Security Loan and Title Co. Winterset, Iowa on the 16 day of February 1920 and extended to Mature Feby. 16, 1926 and also executed to secure the payment thereof a certain mortgage, recorded in Book 59 of Mortgages on page 12 of Madison County, Iowa, Records; and Whereas, the Valley Savings Bank, of Des Moines, Iowa, is now the owner of said note and mortgage; and Whereas, R.M.Dawson, Admr. of Est. of Clark Dawson, Deceased owner of the property conveyed in said mortgage, and the person liable for said debt, desires an extension of time of payment of Thirty five Hundred (\$3500.00\_ Dollars the principal thereof for the term of 5 years.

Now, Therefore, the said Valley Savings Bank hereby extends the time for the payment of \$3500.00 the principal of said indebtedness for the term of 5 years from February 16, 1926 upon the following conditions, subject, however, to the legal rights of junior lienholders, if any, to-wit:

1st. The interest on said note shall be at the rate of Six per cent per annum, payable semi-annually, on the 16th day of February and -----in each year hereafter.

2d. That both principal and interest shall be payable at the office of said Bank, in the City of Des Moines, Iowa.

3d. That the taxes which are liens upon the premises described in said mortgage shall be paid by the mortgagor or his grantee each year before they become delinquent under the law, and if said Bank should pay the taxes on said premises any time after they become delinquent, or should purchase at tax sale as by law provided, or upon default, procure a continuation of abstract upon said mortgaged property, then it may have such taxes and penalty, with abstract fees, included in judgment in case of foreclosure, which taxes and abstract fees shall bear eight per cent interest from date of payment; and in case the mortgage herein referred to shall be taxed in the hands of the mortgagee or its assigns, then, and in that case, the mortgagor or his grantees agree to pay said taxes, in addition to the interest and other charges, herein, and in said mortgage provided. and if not paid when due, the mortgagee may pay the same as other taxes, and the mortgage herein referred to shall be security therefor.

4th. That if default shall be made in the payment of interest or taxes, as above ~~provided~~ stated, then, without notice, said note shall, at the election of said Bank or its assigns, become at once due and collectible, as in said note and mortgage provided, with interest at eight per cent per annum from date of such default. Said note or any portion thereof, shall bear interest at the rate of eight per cent per annum, after the period of this extension expires.

5th. Said Bank agrees to accept payment of any part of said principal note in the sum of \$100 or even multiples of the same, at any time when interest falls, due, as above stated.

IN CONSIDERATION of the extension of the time of payment of said note, the said R.M.Dawson, Administrator, with approval of Court, consents to each and every of the above conditions on which such extension is made, and covenants and agrees to keep, <sup>and perform</sup> the same on his part, and that all the covenants and conditions contained in said note and mortgage, except so far as the same are inconsistent with this agreement, shall be by him fully performed and fulfilled; and agrees to furnish a paid-up policy of insurance, when same is required in mortgage, for the amount therein named, in a company to be designated by the Valley Savings Bank.

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FIDLAR &amp; CHAMBERS CO., DAVENPORT, IOWA

27th day of July 1926.

R.M. Dawson, Admr.  
Valley Savings Bank  
By C. T. Cole, Jr., Cashier.

ATTEST John G. Regan

STATE OF IOWA, DALLAS COUNTY, ss: On this 26th day of July 1926 before a Notary Public within and for said county, personally came R.M. Dawson as Administrator of the estate of Clark V. Dawson deceased, as stated in the foregoing extension contract, personally to me known to be the identical person whose name is affixed to the above instrument as grantor, and R.M. Dawson acknowledged the execution of the same to be his voluntary act and deed, for the purposes therein expressed. In testimony whereof I have hereunto set my hand and affixed my official seal on the day and date last above written.

John G. Regan  
Notary Public

NOTARIAL  
SEAL

STATE OF IOWA, DALLAS COUNTY, ss: In the District Court of said County.

I, Ralph E. Joy, Clerk of said Court, do hereby certify that the above and foregoing Extension, executed by R. M. Dawson, Administrator as stated therein, was on the 30th day of July 1926, presented to Judge W.S. Cooper for approval and that the same was by the Court approved and ordered of record. (See Probate Record, No. ----- Page -----).

Witness my hand and seal of said Court at Adel, in said County, this 31 day of July 1926.

(DISTRICT COURT SEAL OF)  
(DALLAS COUNTY, IOWA. )

Ralph E. Joy, Clerk.  
By----- Deputy.

Filed for record August 12th 1926