

Mortgage Record, No. 78, Madison County, Iowa

ex-

Fred C. Davis)
to (Extension
The Equitable Life Assurance)
Society of the United States) #1848 Fee \$ / °° P.M. Filed for record on the 3rd day of
September A. D. 1926 at 1:05 o'clock
Gladys B DeVault, Recorder.
Paul Lucas, Deputy.

AGREEMENT, made this 6th day of July 1926, between THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation located and having its principal office at Number 393 SEVENTH AVENUE, New York City, party of the first part, and Fred C. Davis party of the second part, Witnesseth:

Whereas, the party of the first part is the owner and holder of the note of Fred C. Davis for \$5000.00 and interest, secured by a mortgage of the real property described as East half of South East quarter of Section Twenty four (24) Township Seventy four (74) Range Twenty nine (29) which mortgage is recorded in the office of the County Recorder of the County of Madison, State of Iowa, in Book 63 of Mortgages, Page 354, upon which note and mortgage there remains unpaid the sum of Five Thousand and no/100 Dollars.

And Whereas, the parties hereto are desirous of extending the time of payment of the said note and mortgage upon the terms hereinafter mentioned;

Now, in Consideration of the premises and of the mutual promises herein contained, and of the sum of one dollar duly paid to the said party of the first part by the party of the second part, it is hereby mutually covenanted and agreed that the time for the payment of the principal sum secured to be paid by the said note and mortgage,

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FIDELAR & CHAMBERS CO., DAVENPORT, IOWA

be and the same is hereby extended to the First day of September, 1931.

Provided that the party of the second part shall pay interest on said note and mortgage at the rate of Five per centum per annum, annually on the First day of September in each year until said principal sum shall be fully paid, and shall also comply with all the terms and conditions set forth in said note and mortgage, as herein modified.

And the party of the second part in consideration of the granting of this extension further covenants and agrees to pay said principal sum and interest when the same shall become due as above set forth and comply with the other terms and conditions of the said note and mortgage.

This Agreement is made under the express condition that said party of the second part is now the owner of the premises covered by said mortgage.

Nothing herein contained shall invalidate any of the security now held for said debt, or impair any condition in said note and mortgage.

This Agreement shall bind both parties hereto, their successors, heirs, legal representatives and assigns.

In Witness Whereof, the parties hereto have caused this agreement to be duly executed the day and year first above written.

(CORPORATE SEAL)

APPROVED
C.B.R.
W.W. Feaman

Fred C. Davis.

The Equitable Life Assurance
Society of the United States,
By John A. Stevenson,
Second Vice President
Henry Greaves, Assistant Treasurer

The maker hereof has the option of paying \$100 or any multiple thereof on September 1st 1927 or on any interest due date thereafter.

State of New York, County of New York, ss:

On this 19th day of August A.D. 1926 before me, a Notary Public in and for said County, appeared John A. Stevenson and Henry Greaves, to me personally known, who, being by me duly sworn, did say that they are Second Vice President and Assistant Treasurer, respectively, of The Equitable Life Assurance Society of the United States, is the corporate seal of said corporation and that said instrument and that the seal affixed to the foregoing instrument, was signed and sealed in behalf of said corporation, by authority of its Board of Directors and by-laws, and the said John A. Stevenson and Henry Greaves acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

Grace Rothacker
Notary Public.
Notary Public, New York Co. No. 232
New York Co. Register No. 8032
Term expires March 30, 1928.

NOTARIAL
SEAL

State of Iowa, Union County, ss:

Be it remembered that on this 10th day of July A.D. 1926 before me, a Notary Public in and for said County, personally appeared Fred C. Davis to me personally known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution of said instrument to be his voluntary act and deed.

Witness my hand and Notarial Seal, the day and year last above written.

M. G. Bacon
Notary Public.

NOTARIAL
SEAL