

# Mortgage Record, No. 81, Madison County, Iowa

JENNINGS, BERGMANN & CO., WATERLOO, IOWA - NO. 6051

Nona Crow Eyerly, et al :  
To Extension Agreement.  
Metropolitian Life Insurance : #1020 Fee \$1.00  
Company.

Filed for record on the 6th day of  
April A. D. 1927 at 11:35 A. M.  
Gladys B. De Vault, Recorder.

KNOW ALL MEN BY THESE PRESENTS: That we, Nona Crow Eyerly (nee Crow) and Fred L. Eyerly, wife and husband, and Nona Crow Eyerly (nee Crow) , guardian of Wade L. Crow, Mabel R. Crow, Russell F. Crow and Eugene Crow, minors the owner of certain real estate situated i in Madison County, in the State of Iowa described in a first mortgage, dated December 22nd 1921, given by Nona Crow, <sup>Crow</sup>Widow, and Nona Crow, Guardian of Wade L. Crow, Mabel R. Crow, Russell F. Crow and Eugene, minor heirs of Frank Crow, deceased, to ANNIS & ROHLING COMPANY, of the city of Council Bluffs, Iowa, and duly assigned to Metropolitian Life Insurance Company of New York, N.Y. recorded in Book 63 of Mortgages, Page 365, of the records of said county, made to secure a note therein described for the principal sum of Eleven Thousand Five Hundred and no/100 Dollars, maturing by its terms on the first day of January, 1927, expressly agree that there is now due thereon the sum of Eleven Thousand Five Hundred and no/100 Dollars,

In consideration of the extension of the time of payment of said note we hereby covenant and agree with the said Metropolitian Life Insurance Company and its successors and assigns, that the time of payment of the principal sum now remaining due upon said note is hereby extended to the first day of January, 1937, and that we will pay said unpaid principal sum at maturity as above extended, and will pay interest thereon as the same shall accrue, at the rate of Five per centum per annum, as evidenced by ten interest notes executed by us of even date herewith, for the sum of Five Hundred Seventy-five and no/100 Dollars each, secured by said mortgage; and that we will not require the holder of said note to receive payment of the principal sum remaining due thereon prior to the extended maturity date except:

The privilege is reserved to reduce the principal by payment of \$100.00 or multiple thereof at maturity of the first interest note, or any interest payment date thereafter, provided sixty days' notice of intent to pay shall have been given in writing at the place of payment named therein; provided further, that at the time of giving notice of the exercise of this option we will pay to the holder of said note, as a bonus or surrender charge, a sum equal to no per cent per annum to the maturity of the last interest note above referred to, upon all sums so elected to be paid before the maturity as extended hereby.

And we further covenant and agree that the said mortgage as originally executed shall be and remain in full force, as security for the faithful performance of the agreements and conditions therein contained, in respect to said note and interest as herein provided, and as provided in said mortgage and by the terms of the above described coupons, and the right to declare the same due for default in the payment of interest thereon, and all other matters whatsoever, except insofar as herein expressly modified. This agreement is made upon the express condition that it shall be construed as precluding the said Metropolitian Life Insurance Company, its successors or assigns from enforcing any and all its rights against any person liable upon said note as maker, endorser, guarantor or otherwise whose written assent hereto has not been obtained, for which purpose said note may be treated as overdue, and collected immediately, in accordance with the terms of said note and mortgage, as if this agreement had not been made. The rights of any such person are also hereby expressly reserved, and may be exercised and enforced in all respects as if this agreement had not been made.

All right of dower and homestead in said premises are hereby waived.

WITNESS our hands this Twenty-sixth day of March 1927

# Mortgage Record, No. 81, Madison County, Iowa

JENKINS-FERGEMANN & CO., WATERLOO, IOWA-NO. 8051

Executed and delivered in presence of:

Sam C. Smith.

Nona Crow Eyerly (nee Crow)  
Fred Eyerly.  
Nona Crow Eyerly (nee Crow), Guardian of  
Wade L. Crow  
Mabel R. Crow  
Russell F. Crow and  
Eugene Crow, minors.

STATE OF IOWA,  
ss:  
Madison County,

on this 4th day of April 1927, before me a Notary Public in and for said County, personally came Nona Crow Eyerly, (nee Crow), and husband Fred L. Eyerly, and Nona Crow Eyerly (nee Crow) Guardian of Wade L. Crow, Mabel R. Crow, Russell F. Crow, and Eugene Crow, minors, personally to me known to me to be the identical persons whose names are affixed to the above instrument as grantors and executed the same, and acknowledged the execution of the instrument to be their voluntary act and deed for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date last above written.

Sam C. Smith.  
Notary Public  
My Commission expires July 4, 1927.

NOTARIAL  
SEAL

State of Iowa, Madison County, ss: District Court, February Term, 1927.

The foregoing Extension Agreement executed by Nona Crow Eyerly, Guardian of the minor heirs of Frank Crow, deceased, having been submitted was this day approved by said court and the approval made of record.

Witness my official seal and signature this 6th day of April, 1927.

*District Court Seal*

C. E. Spurgin.  
Clerk of the District Court.