

Mortgage Record, No. 81, Madison County, Iowa

JENKINS-FERGEMANN & CO., WATERLOO, IOWA-NO. 6051

Nona Crow Eyerly, et al :
To Supplemental Agreement
Annis Rohling & Co : #1251 Fee \$1.10 ✓

Filed for record on the 11th day of
May, A. D. 1927 at 3:30 P. M.
Gladys B. De Vault, Recorder.

SUPPLEMENTAL AGREEMENT.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, ANNIS & ROHLING COMPANY has negotiated for us renewal of a loan of \$11,500.00, secured by first mortgage upon the premises hereinafter described and propose making a sale of said note and mortgage to an investor, and,

WHEREAS, the investor, in purchasing said note and mortgage will rely on our agreement to pay the same according to the terms thereof and it is to our interest to provide that such payment shall be promptly made, and,

WHEREAS, said ANNIS & ROHLING COMPANY, in making a sale of said note and mortgage may obligate itself to collect from us the installments of interest as they mature and forward the same to its investor and throughout the life of the mortgage may care for the interests of the investor respecting the payment of taxes and observing the covenants of the mortgage, and,

WHEREAS, the said ANNIS & ROHLING COMPANY may, from time to time, advance for us to the investor, the interest and make other payments that may mature upon said note and mortgage according to the terms thereof.

NOW THEREFORE, in consideration of the premises, we do hereby covenant and agree with ANNIS & ROHLING COMPANY that we will promptly pay the interest and principal maturing upon the note executed by us on the date hereof and payable to ANNIS & ROHLING COMPANY in accordance with the terms thereof and which note is secured by mortgage executed by us on this date to ANNIS & ROHLING COMPANY conveying the following described property situated in the county of Madison state of Iowa to-wit:-

The West half of the Northwest Quarter of the Southeast Quarter, and the Southwest Quarter of the Northeast Quarter, and the South Half of the Northwest Quarter, and the Northeast Quarter of the Southwest Quarter, and the North 25 acres of the West Fractional half of the Southwest Quarter, except a tract described as follows: Commencing at a point 11:65 chains South of the Northwest corner of said last described tract, running thence South 3 chains, thence East 3 1/3 chains, thence North 3 chains, thence West 3 1/3 chains to place of beginning all in Section 31, Township 76, North, Range 29, West of the 5th P. M.

We further covenant to and with the said ANNIS & ROHLING COMPANY that we will strictly observe the covenants and agreements contained in said mortgage and promptly pay the taxes accruing upon the above described premises before the same shall be in default.

We further agree that in the event we fail to pay the interest or make the other payments maturing upon said loan promptly as the same matures, or in the event that we default in the payment of taxes and said ANNIS & ROHLING COMPANY elect to and do advance such interest or other payments, we will repay same with interest at the rate provided in said note and mortgage and that the said ANNIS & ROHLING COMPANY shall have a lien upon the above described premises for any moneys advanced by them for any and all such payments with interest, and we hereby grant and convey unto said ANNIS & ROHLING COMPANY the real estate above described to secure any such advances so made, with interest thereon.

Should we default in the payment of any sum of money maturing under said note and mortgage or in any of the covenants therein contained and should said ANNIS & ROHLING COMPANY make any such payments, it shall have a lien upon all crops raised and grown upon said premises and maturing after such default and shall collect and receive all rents accruing or becoming due from any tenant after or during the year of any such default.

For any payments made for us by the said ANNIS & ROHLING COMPANY, maturing

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under the terms and provisions of said note and mortgage, the said ANNIS & ROHLING COMPANY shall be subrogated to all of the rights, liens and remedies provided in said note and mortgage for the owner and holder thereof, subject only to subsequently maturing payments.

Upon the full payment by us of the note secured by said mortgage and the satisfaction of our obligations thereunder, this instrument and all obligations under it shall terminate.

IN WITNESS WHEREOF we have executed the foregoing this 26th day of March 1927.

IN PRESENCE OF

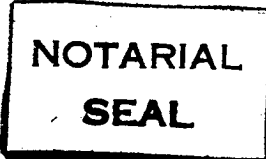
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Nona Crow Eyerly (nee Crow)
Fred Eyerly.
Nona Crow Eyerly (nee Crow)
Guardian of Wade L. Crow, Mabel R. Crow,
Russell F. Crow and Eugene Crow, minors.

STATE OF IOWA, ss:
COUNTY OF MADISON,

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 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 personally to me known to be the identical persons whose names are affixed to the above instrument as grantors to be their voluntary act and deed for the purpose therein expressed.

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



Sam C. Smith.
Notary Public.

State of Iowa, Madison County SS. District Court, May Term, 1927.

The within Supplemental Agreement, executed by Nona Crow Eyerly as guardian of the minor heirs of Frank Crow, deceased, having been submitted to the court for approval was by ^{said} court this day approved and the approval made of record. Witness my official seal and signature this 3rd day of May, 1927.

District Court Seal

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