

Mortgage Record, No. 78, Madison County, Iowa

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... in the Madison County, Iowa.

A. E. Hallinan :  
To Extension Agreement.  
Frank A. Leeper : #916 Fee\$.70 ✓

Filed for record on the 28<sup>th</sup> day of March  
A. D. 1927 at 11:05 A. M.  
Gladys B. De Vault, Recorder.

WHEREAS, A. E. Hallinan holds a certain promissory note made by C. J. Conway, single; Agnes B. Conway, and M. P. Conway, husband and wife, for the sum of Six Thousand & No/100 DOLLARS, dated February 19, 1917, payable to the order of A. E. Hallinan and ~~due~~ March 1st 1922, which note is secured by a mortgage of even date, upon Real Estate situated in Madison County and State of Iowa, and more particularly described in said mortgage deed, recorded in the Recorder's Office of said Madison County in Book 64, Page 313, of Morggages; and whereas Frank A. Leeper, the present owner of said land, ~~has~~ has made application to extend the time of payment of said note for another term of five years from March 1, 1927, and agrees to pay the said principal note at expiration of said time, and interest upon the same, at the rate of 6 per cent. per annum, from

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FIDLER &amp; CHAMBERS CO., DAVENPORT, IOWA

March 1st, 1927, payable annually upon the first day of March in each year at Iowa State Bank, Dexter, Iowa. Now therefore, the said A. E. Hallinan hereby agrees to extend the time of payment of said note for the term of 5 years from the 1st day of March 1927, upon condition that said Frank A. Leeper shall pay said principal note on March 1, 1932, and the interest thereon as it becomes due, provided, however, and this agreement is made upon the express condition that in case he shall neglect or refuse promptly to pay the interest as aforesaid, this agreement shall thereupon become null and void, and the said note, as well as accrued and overdue interest thereon, shall become due and payable at once; or if he shall neglect or refuse to pay before becoming delinquent any legal, state, local, special, or general tax or assessment, levied under any law of the United States or State of Iowa, either upon the note, or property aforesaid, then in that case this agreement shall be null and void, and the said note, as well as accrued and overdue interest, shall become due and payable at once; and the said A. E. Hallinan shall have full power and authority to proceed under and by virtue of said note and mortgage in as full and ample a manner as if this agreement had not been made. The privilege is hereby given to said Frank A. Leeper to pay \$100, or any multiple thereof, upon said note at date of any interest payment prior to maturity.

IN WITNESS WHEREOF, said A. E. Hallinan has signed and sealed this instrument, the 2nd day of March A. D., 1927.

A. E. Hallinan.

I hereby accept the above condition upon which said extension is granted and agree to carry out the provisions of this agreement, and if I fail in so doing in any respect I hereby authorize the holder of said note and mortgage to proceed according to the provisions of said mortgage, the same as if the above agreement had not been made. I also guarantee, in consideration of this extension, the payment of said note on March 1st, 1932, and the interest thereon as it accrues.

Frank A. Leeper.

STATE OF IOWA,  
Dallas County, ss.

On this 2nd day of March, A. D., 1927, before me Allen T. Percy, a Notary Public, in and for said County, personally appeared Frank A. Leeper, to me known to be the identical person named in and who executed the foregoing instrument, and whose name is affixed thereto and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL  
SEAL

MADE under my hand and seal of office the day and year last above written.

Allen T. Percy.  
Notary Public in and for said County.

STATE OF IOWA, WAPELLO COUNTY, SS:

On this 4th day of March, A. D., 1927, before me a Notary Public in and for said County, personally appeared A. E. Hallinan, to me known to be the identical person named in and who executed the foregoing instrument, and whose name is affixed thereto and acknowledged that she executed the same as her voluntary act and deed.

Made under my hand and seal of office the day and year last above written.

NOTARIAL  
SEAL

Will C. Miller.  
Notary Public in and for said County.