Association

## Mortgage Record, No. 82, Madison County, Iowa

Ed. M. Smith and wife:

To : Extension.

The Homesteaders Life: #1948

Filed for record on the 17th day of July,

A. D. 1928 at 8:20 o'clock A. M.

Gladys Bl De Vault, Recorder

Whereas, THE HOMESTEADERS LIFE ASSOCIATION of Des Moines, Iowa; (a fraternal beneficiary association) is the owner of a certain note for Seventy-Five Hundred (\$7500.00) Dollars, dated the 15th day of December, 1922, made by Ed. M. Smith and Evelyn C. Smith, Husband and wife payable to THE HOMESTEADERS (now THE HOMESTEADERS LIFE ASSOCIATION) on the 1st day of January 1928, said note being secured by mortgage recorded in Book 74, on page 496 of the Mortgage Records in the office of the Recorder of Madison County, Iowa; Said mortgage being made to THE HOMESTEADERS, now THE HOMESTEADERS LIFE ASS'N., by amendment to its Articles of Incorporation, duly executed and recorded, and,

Whereas, THE HOMESTEADERS LIFE ASSOCIATION, has agreed with Ed. M. Smith and Evelyn C. Smith, Husband and wife owners of said premises and limble for the debt secured by said note and mortgage, to extend the time of payment thereof:

Now, Therefore, we, the said Ed. M. Smith and Evelyn C. Smith, Husband and Wife hereby agree to pay on the 1st day of March, 1933, the principal sum of Seventy-Five Hundred (\$7500.00) Dollars, remaining unpaid on said note and mortgage, with interest thereon from the 1st day of January, 1928, at the rate of 5½ per cent, per annum, payable annually on the 1st day of March in each year, both principal and interest being payable to THE HOMESTEADERS LIFE ASS'N. at its office in Des Moines, Iowa.

That all sums of money not paid when due, as provided in this extension, shall bear interest at eight per cent per annum from the time said payment became due.

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That all of the terms, conditions and covenants of said note and mortgage not modified by this agreement of extension shall remain in full force and effect.

That in case of failure to comply with any one of the conditions or covenants hereof, or of said note and mortgage, not inconsistent with this extension, the whole debt shall at once become due and collectible without notice at the option of the owner of said note and mortgage.

And we hereby covenant and warrant that said mortgage is a first lien on said premises therein described and that it shall continue and remain as security for the payment of said principal and interest remaining unpaid on said note and mortgage.

And in consideration of the extension of time for the payment of said note and mort - gage, as herein provided, we consent, agree and bind ourselves to keep and perform all the conditions herein of said note and mortgage, except as the same may be modified by this extension.

The option is reserved that, by giving said association thirty days' previous notice in writing, payments of One Hundred Dollars and multiples thereof may be made on the 1st day of January, 1929, and on interest dates thereafter, by like notice.

Dated this 9th day of June, 1928.

Ed. M. Smith
Evelyn C. Smith

State of Iowa,

County of Madison, ss:

On this 9th day of June, 1928, before me a Notary Public in and for said County, personally appeared Ed. M. Smith and Evelyn C. Smith, husband and wife, to me known to be the identical person named in, and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal the day and year last above written.

C. E. Spurgin.

(BISTRICT COURT SEAL)

Clerk District Court in and for said County,
By..Alma H. Mease, Deputy.