

Mortgage Record, No. 82, Madison County, Iowa

E.K. Eberhart

#2505

Filed for record the 11 day of
October A.D. 1928 at 11:50 o'clock
A.M.

To

Gladys B. DeVault, Recorder.

R.E. Tusha et al

Fee \$.60

EXTENSION OF MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That whereas A.C. Scott and wife Nellie Scott on March 1st 1919 executed and delivered to One A. Tusha, their two promissory notes for the sum of \$8875.00 each, due March 1st 1929, and to secure the payment of said notes executed and delivered to said Tusha Mortgages covering the Northeast Quarter of Section One in township 74 North, Range 26 West of the 5th. P.M. Iowa, And whwhereas one E.K. Eberhart is now the owner of said Real estate, and as a part of the purchase price of said land assumed and agreed to pay the mortgage indebtedness above referred to and whereas the principal of said notes remains unpaid, and the installment of interest thereon which matured March 1st 1928 remains unpaid, and whereas the said A. Tusha is now dead and by his last will the said notes, became the property of R.E. Tusha and Estina Belle Allen, who are still the owners and holders of said Notes, and whereas the said E.K. Eberhart desires to procure an extension of the time of payment of said mortgages, which was duly filed for record in Madison County, Iowa, and is recored on Pages 328 & 329 of Land Mortgage record 65 of the records of Madison County, Iowa, for a further term of five years from March 1st 1929.

Now therefore in consideration of the payment of the interest on said notes to March 1st 1929, and the further sum of \$750.00 upon the principal of said notes, leaving due upon the principal of each of said notes the sum of \$8500.00 and in consideration of the further payment of \$104.25 costs incurred in a forclosure suit commenced on said notes the receipt of all of which is hereby acknowledged, and in further consideration of the payment of said notes being guaranteed by the wife of E.K. Eberhart, to wit Maude K Eberhart, and his motherinlaw M.M Kingman, the time of payment of said Notes and each of them is hereby extended until March 1st 1934, with interest at five per cent as specified in the original notes, except the \$500.00 of the principal of each of of said notes, is to be paid March 1st 1930, \$500.00 March 1st, 1931, \$500.00 March 1st 1932, \$500.00 March 1st 1933, and the remainder of \$6500.00 on each note on March 1st 1934. Any payment past due hereunder to draw eight per cent

Witness our hands this 29 day of September 1928.

R.E. Tusha
Estina Belle Allen
Owners of said Notes.

In consideration of the extension above referred to we the undersigned persons referred to therein hereby guarantee the payment of said notes according to their terms, as modified by the forgoing extension agreement. Witness our hands this 5th day of October 1928

Maude K. Eberhart
wife of E.K. Eberhart

M M Kingman
Motherinlaw of E.K. Eberhart.

The undersigned E.K. Eberhart hereby consents to the terms of the forgoing extension agreement and agrees to pay the notes therein referred to according to their terms as modified in said extension agreement.

Witness my hand at Des Moines Iowa, this 5th day of October, 1928

E K Eberhart

State of Iowa, Polk County)ss

On this the 5th day of October 1928 personally appeared before me the E.K. Eberhart, personally to me known to be the identical person who executed the forgoing agreement, and

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acknowledged the execution of the same to be his voluntary act and deed for the purposes therein expressed.

Witness my hand and seal on the date last above written.

NOTARIAL
SEAL

J.G. Myerly
Notary Public in and for Polk
County, Iowa

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