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Mortgage Record, No. 81, Madison County, Iowa

S. H. Smith, Widower,
et al

to

Metropolitan Life Insurance
Company.

#260
Fee \$1.00 ✓

Filed for record the 1 day of Febru-
ary, A. D., 1928, at 1:40 o'clock
P. M.

Gladys B. DeVault, Recorder,
Ercell M. Knott, Deputy.

EXTENSION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That S. H. Smith, widower, Lawrence A. Smith and wife Myrlee L. Smith; Harry S. Smith and wife Edna M. Smith; Zella F. Wall and husband, Ray Wall the owner of certain real estate situated in Madison County, in the State of Iowa described in a first mortgage, dated December 29, 1917, given by Edward D. Hartley and Vernie E. Hartley, Husband and Wife, to A. D. Annis, of the city of Council Bluffs, Iowa, and duly assigned to Metropolitan Life Insurance Company of New York, N. Y. recorded in Book 63 of Mortgages, Page 143, of the records of said county, made to secure a note therein described

Mortgage Record, No. 81, Madison County, Iowa

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

maturing by its terms on the first day of March, 1928, expressly agree that there is now due thereon the sum of Twelve Thousand Five Hundred and no/100 Dollars. In consideration for the principal sum of Twelve 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 Metropolitan 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 March, 1933, 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 five interest notes executed by us of even date herewith, for the sum of Six Hundred Twenty-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 not be construed as precluding the said Metropolitan 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 the said premises are hereby waived.

WITNESS our hands this Tenth day of January, 1928.

Executed and delivered in presence of:

Allen T. Percy-Witness as to Harry S. Smith and Edna M. Smith

S. H. Smith
Lawrence A. Smith
Myrlee L. Smith
Harry S. Smith
Edna M. Smith
Zella F. Wall
Ray Wall

STATE OF IOWA

) ss:

County of Madison

On this 17th day of January, 1928, before me a Notary Public in and for said County, personally came S. H. Smith, Widower, and Lawrence A. Smith and wife, Myrlee L. Smith, personally to me known 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.

(Notarial Seal)

Will H Henry Notary Public
My Commission expires July 4th, 1930.

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Mortgage Record, No. 81, Madison County, Iowa

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

STATE OF IOWA) ss:
COUNTY OF GUTHRIE

On this 14th day of January, 1928, before me a Notary Public in and for said County, personally came Zella F. Wall and husband Ray Wall personally to me known 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.

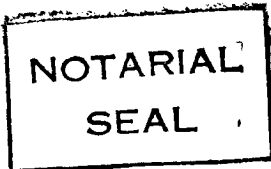
(Notarial Seal)

J. H. Moore Notary Public
My Commission expires July 4th, 1930

STATE OF IOWA) ss:
Dallas County

On this 14th day of January, 1928, before me a Notary Public in and for said County, personally came Harry S. Smith and wife, Edna M. Smith personally to me known 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.



Allen T. Percy
Notary Public.
My commission expires July 4, 1930.

A. E. Prohaska and Clara F. Prohaska

Filed for record the 2 day of