C. O. Clements and Ora Clements

to

#823 \/ Fee \$.70

Filed for record the 13 day of March, A. D., 1928, at 3:10 o'clock P. M. Gladys B. Devault, Recorder, Ercell M. Knott, Deputy.

Royal Union Life Insurance Co.

EXTENSION AGREEMENT

Loan No. 347

WHEREAS, The Royal Union Life Insurance Company, of Des Moines, Iowa, is the owner of a certain note for Eighteen Thousand Five Hundred and no/100 pollars, dated the 28th day of February, 1914, made by A. E. Terry and Ben Terry (single men) payable to Thomas Early on the 1st day of March, 1924, said note being secured by mortgage recorded in Book 55, on Page 335 of the Mortgage Records in the office of Recorder of Madison County, State of Iowa, and

WHEREAS, The ROYAL UNION LIFE INSURANCE COMPANY, has agreed with C. O. Clements and Ora C. Clements, his wife, owners of the premises described in said mortgage and liable for the debt secured by said note and mortgage, to extend time of payment thereof.

NOW, THEREFORE, we, the said C. O. Clements and Ora C. Clements, hereby agree to pay the principal sum of Seventeen Thousand and no/100 Dollars, remaining unpaid on said note and mortgage, as follows:

One Thousand and no/100 Dollars (\$1,000.00) on September 15, 1928, Sixteen Thousand and no/100 Dollars (\$16,000.00) on March 1, 1933,

with interest thereon from the 1st day of March, 1928, at the rate of  $5\frac{1}{2}$  per cent per annum,

## Mortgage Record, No. 81, Madison County, Iowa

JENKINS-FERGEMANN CO., WATERLOO, IOWA, NO. 9231

payable annually on the 1st day of March, in each year, both principal and interest being payable to the Royal Union Life Insurance Company, 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 8 per cent per annum, payable annually.

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

That in case of failure to comply with any 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 mortgage, as herein provided, we consent, agree and bind ourselves to keep and perform all the conditions herein, and of said note and mortgage, except as modified by this Extension.

The option being reserved that payments of One Hundred Dollars and multiples thereof may be made on the first day of September, 1928, and at any interest date thereafter. Dated this 7th day of March, 1928.

Witness:

H. W. Hale W. H. Brown C. O. Clements

Ora C. Clements

STATE OF IOWA ) ss:

County of Madison

On this 10th day of March, A. D., 1928, before me Scott Shifflett, a Notary Public in and for the County of Madison and State of Iowa, personally appeared C. O. Clements and Ora C. Clements (hisband and wife) to me known to be the persons named in and who signed and executed the foregoing instrument, and acknowledged that they executed the same as their

voluntary act and deed. NOTARIAL

SEAL

Scott Shifflett Notary Public in and for the County of Madison, State of Iowa

My commission will expire July 4, 1930.