

Mortgage Record, No. 82, Madison County, Iowa

L. F. Miller

#1259

Filed for record this 21 day of June
A. D. 1929 at 8:05 o'clock A. M.

to

Fee \$.80 ✓

Mildred E. Knott, Recorder.

J. G. Smith and wife

EXTENSION AGREEMENT

THIS AGREEMENT Made and entered into this 15th day of June, 1929 by and between L. F. Miller of the first part, and J. G. Smith of Madison County, Iowa, of the second part.

WHEREAS, J. G. Smith justly indebted to said L. F. Miller in the sum of One Thousand 00/100 DOLLARS secured to be paid by a certain note and mortgage, executed by said Veta P. Smith and J. G. Smith the 12th day of June, 1926 payable to said L. F. Miller on the 12th day of June, 1929, with interest at the rate of 6 per cent, payable Semi-annually; which said mortgage was duly recorded in the Recorder's office of Madison County, Iowa, in book 72 of Mortgages on page 402, and whereas, \$1000.00 of the principal sum of said note is still unpaid and the said J. G. Smith party of the second part hereto has applied to said L. F. Miller for the extension of time on said note of One thousand 00/100 Dollars for a term of two years from 12th day of June, 1929 with interest at the rate of 6 per cent. per annum, payable Semi-annually, as per coupons of even date herewith, executed by the first party.

NOW THEREFORE. in consideration of the execution of said coupons, and the faithful performance of all of the covenants in said note, coupons and mortgage, as well in spirit as in letter, said first party hereby agrees to postpone and extend the time of payment of said note to the 12th day of June, 1931 payable Semi-annually as per none coupons, this day executed by said second party.

It is also expressly understood and agreed by and between the parties hereto that nothing herein contained shall operate to discharge or release the said J. G. Smith and Veta P. Smith their heirs, legal representatives, or assigns, from the liabilities to fulfill, keep and promptly perform, as well in spirit as in letter, each and all of the covenants in said mortgage and note given by said J. G. Smith and Veta P. Smith.

It is further expressly understood by and between the parties hereto, that in case of default in any of the covenants or conditions in said note or mortgage, then at the election of said first party, heirs or assigns, the whole of principal sum shall at once become due and payable and said note shall draw interest at eight per cent. from such default and the mortgage may be foreclosed as stated in said mortgage, anything herein before contained to the contrary notwithstanding.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

L. F. Miller (Seal)

Veta P. Smith (Seal)

J. G. Smith

STATE OF IOWA

SS.

Madison County,

On this 15th day of June A. D., 1929, before me, the undersigned a Notary Public in and for said County, personally came Veta P. Smith, J. G. Smith and L. F. Miller personally known to me to be the identical persons named in and who executed the foregoing

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

NOTARIAL
SEAL

D. B. Casady Notary Public.

Bankers Life Company

to

Thomas Patric
and wife