

Mortgage Record, No. 83, Madison County, Iowa

Flora M. Allen, et vir,
to

Dime Savings & Trust Co.,
of Madison County, Iowa, on page 435

Filed for record the 3 day of July
A. D. 1929 at 11:15 o'clock A. M.

Mildred E. Knott, Recorder.

Decree of foreclosure of this mortgage
entered Oct 2-1934 in the District Court
of Madison County, Iowa, on page 435
#1362
Clerk District Court

EXTENSION AGREEMENT

THIS AGREEMENT made this Twenty-eighth day of June A. D. 1929, between DIME SAVINGS & TRUST CO. of Peoria, Illinois, party of the FIRST PART and FLORA M. ALLEN and RAY ALLEN of Winterset, in the County of Madison and State of Iowa, party of the SECOND PART;

WITNESSETH: That Whereas, the party of the FIRST PART is the owner and holder of Five (5) certain notes dated at Peoria, Illinois, June 17, 1919, executed by William Barton, payable to maker and by him endorsed, for the aggregate principal sum of Nine Thousand (\$9,000.00) Dollars and interest, maturing by extension July 1, 1929, and secured by a mortgage given by William Barton and Mary B. Barton, his wife, to George W. Curtiss, Trustee, encumbering the following described Real Estate located in the County of Madison and State of Iowa, to-wit:

The East Half of the Southwest Quarter; also the Southwest Quarter of the Southeast Quarter all in Section Thirteen (13) in Township Seventy-four (74) North, Range Twenty-seven (27) West of the Fifth (5th) Principal Meridian (except the following described tract: commencing at the Southeast corner of the Southwest Quarter of said Section Thirteen (13); running thence West Thirteen (13) rods; thence North Six and One-quarter (6 1/4) rods; thence East Thirteen (13) rods; thence North One and Three-quarters (1 3/4) rods; thence East Twenty (20) rods; thence South Eight (8) rods; thence West Twenty (20) rods to the place of beginning) containing in all One Hundred Eighteen and One-half (118 1/2) acres, more or less:

and which mortgage was on the 21st day of June A. D. 1929, duly recorded in the office of the Recorder of Deeds of the County of Madison and State of Iowa aforesaid, in Book 67 of Mortgages on Page 599, and upon which notes and mortgage there is now unpaid of the principal sum the amount of Eight Thousand (\$8,000.00) Dollars;

AND WHEREAS, the parties hereto are desirous of extending the time of payment of the sum of Eight Thousand (\$8,000.00) Dollars of said principal notes so secured by said mortgage, upon the terms hereinafter mentioned;

NOW, IN CONSIDERATION of the premises and of the mutual promises herein contained and of the sum of One Dollar duly paid to the said party of the first part by the said party of the second part, it is hereby mutually covenanted and agreed that the time for the payment of Eight Thousand (\$8,000.00) Dollars of the principal sum secured to be paid by the said notes and mortgage, be and the same is hereby extended for a period of five (5) years from the first day of July A. D. 1929 and until the first day of July A. D. 1934, the party of the second part reserving, however, the option to pay as follows:

\$500. or multiples thereof on July 1, 1931, or on any July 1, thereafter,
prior to July 1, 1934.

And the said party of the second part covenants and agrees to pay interest on the amount of said notes and mortgage so extended and remaining unpaid, at the rate of Five (5) per centum per annum, payable annually on the first day of July of each year until July 1, 1934, and thereafter at the rate of Eight (8) per centum per annum until the entire principal sum shall be fully paid and further covenants and agrees in consideration of the granting of this extension, to pay said principal sum at the expiration of such extended period and the interest thereon as the same shall mature as above set forth and for which payment of interest, the party of the second part has executed interest notes and the party of the second part hereby assumes and covenants and agrees to keep and perform and comply with each and every term, condition and covenant in the notes and

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mortgage above referred to, to be kept, performed or complied with by the mortgagor in said notes and mortgage as fully as if said second party had executed, acknowledged and delivered said notes and mortgage as their own instruments and for that purpose hereby expressly agree that said notes and mortgage shall be deemed a part of this agreement as fully as if the same were herein set forth in full.

The party of the first part has executed this agreement upon the express understanding and condition that the said Flora M. Allen and Ray Allen, party of the second part is now the legal owner of the premises encumbered by said mortgage and that nothing herein contained shall invalidate any of the security now held for the said debt, nor impair any condition in said notes and mortgage.

This agreement shall be binding upon the parties hereto, their successors, heirs, legal representatives and assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate, the day and year first above written.

(CORPORATE SEAL)

DIME SAVINGS & TRUST CO.

BY: A. Sihring
Its Vice Prssident
PARTY OF THE FIRST PART.

Flora M. Allen
PARTY OF THE SECOND PART.

Ray Allen
PARTY OF THE SECOND PART.

STATE OF ILLINOIS)
(SS
COUNTY OF PEORIA)

I, Mary G. Downing, a Notary Public in and for said County and State, do hereby certify that A. SIIHRING, Vice President of the DIME SAVINGS & TRUST CO. of Peoria, Illinois, personally known to me to be such officer and the same person whose name is subscribed as executing the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the free and voluntary act of said DIME SAVINGS & TRUST CO. for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of JULY, A. D. 1929.

**NOTARIAL
SEAL**

Mary G. Downing

Notary Public.

STATE OF IOWA)
(SS
COUNTY OF MADISON)

On this 29 day of June, A. D. 1929, before me the subscriber, a Notary Public, in and for Madison County and State of Iowa, personally appeared FLORA M. ALLEN and RAY ALLEN, her husband, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date last above written.

**NOTARIAL
SEAL**

Harry F. Anderson

Notary Public in and for said County
of Madison and State of Iowa.