

Mortgage Record, No. 82, Madison County, Iowa

H. G. Brown and wife

to

J. H. Fitch

#190

Fee \$.50 ✓

Filed for record the 9 day of February
A. D. 1929 at 11:35 o'clock A. M.

Mildred E. Knott

Recorder.

AGREEMENT FOR EXTENSION OF MORTGAGE

WHEREAS, on the 1st Day of March, A. D., 1918, Roy Denton and Lottie Denton, his wife, executed to J. H. Fitch two certain promissory notes, one of said notes being in the sum of Fifteen Hundred Twenty Dollars (\$1,520.00) and one being in the sum of Two Thousand Dollars (\$2,000.00), both payable on the 1st Day of March, 1923, and at the same time the said Roy Denton and Lottie Denton executed to the said J. H. Fitch a mortgage bearing even date with the said notes above described, upon real estate described in said mortgage as security for the payment of said notes, which mortgage was recorded in the office of the County Recorder of the County of Madison, State of Iowa, on the 7th Day of March, 1918 at 4:30 o'clock P. M., in book 67 of mortgages, on page 154, and

Whereas, said mortgage and notes were subsequently assigned to Geo. W. Austin, and,

Whereas, Harry G. Brown of Polk County, State of Iowa, is now the owner of the real estate described in said mortgage, and has assumed and agreed to pay said notes, and

Whereas, there remains unpaid on the principal of said mortgage and notes the sum

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of Two Thousand Dollars (\$2,000.00) as evidenced by the last of the above described notes, and

Whereas, the said Harry G. Brown has agreed with the holder of said note and mortgage to extend the time of payment thereon,

NOW THEREFORE, the said Harry G. Brown and Flora H. Brown, his wife, hereby agree to pay on or before the 1st Day of March, 1930 the said principal sum of Two Thousand Dollars (\$2,000.00) remaining unpaid on the said note and mortgage as above set forth, with interest on same from March 1, 1928 at the rate of six per cent per annum, payable annually, both principal and interest payable at the office of the First National Bank of Lorimor, Iowa;

And the said Harry G. Brown and Flora H. Brown hereby covenant and warrant that said mortgage is a lien on the land described therein, subject to a first mortgage of Nine Thousand Dollars, and that it shall continue and remain as security for the payment of said principal remaining unpaid, and the interest, as hereinbefore stated, from March 1, 1928 until paid;

And in case of failure to comply with any one of the conditions hereof, or any of the conditions of said mortgage, all the provisions of said mortgage becoming a part of this instrument, then the whole debt shall at once become due and collectible at the option of the owner of said mortgage; and all the covenants and conditions of said mortgage shall remain in force except as modified by this instrument. Flora H. Brown signs this instrument to release dower only, and does not assume to pay said debt.

Dated this First Day of March, Nineteen Hundred Twenty Eight.

H. G. Brown

Flora H. Brown

Geo. W. Austin

State of Iowa

SS-

County of Polk

On this 30th Day of April, A. D., 1928 before me Ed R. Brown, a Notary Public in and for the County of Polk, State of Iowa, personally appeared Harry G. Brown and Flora H. Brown, his wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL
SEAL

Ed R. Brown
Notary Public in and for Polk
County, State of Iowa.

State of Iowa

SS

County of Union

On this 8th Day of May, A. D., 1928, before me, M. G. Bacon, a Notary Public in and for the County of Union and State of Iowa, personally appeared Geo. W. Austin, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL
SEAL

M. G. Bacon
Notary Public in and for Union
County, State of Iowa.