

Mortgage Record, No. 82, Madison County, Iowa

DOONE BANK BOOK CO., BOONE, IOWA. 21148-28

Fred H. Wilkinson

#989

Filed for record the 11 day of May
A. D. 1929 at 1:20 o'clock P. M.

to

Benjiman D. Harrell and wife

Fee \$.70

Mildred E. Knott, Recorder.
Zelda Wildin, Deputy.

EXTENSION AGREEMENT

WHEREAS, Fred H. Wilkinson, holds a certain Promissory note made by Benjiman D. Harrell and Neta May Harrell, his wife, for the sum of Two Thousand (\$2000.00) Dollars, dated April 1st, 1924, payable to the order of Fred H. Wilkinson and due April 1st, 1929, which note is secured by a mortgage of even date upon real estate situated in the County of Madison and State of Iowa, and more particularly described in said mortgage deed, recorded in the Recorder's office of said Madison County, Iowa, in Book 72, of the Real Estate Mortgages, on page 276,--

AND, WHEREAS, Benjiman D. Harrell and Neta May Harrell, his wife, have made application to extend the time of payment of said note for another term of Five (5) years from

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April 1st, 1929 and agrees to pay the said principal note at expiration of said time, and interest upon the same at the rate of Six (6) per cent per annum from April 1st, A.D. 1929, payable annually on the 1st day of April of each year at the office of the Security Loan and Title Company of Winterset, Iowa.

NOW, THEREFORE, the said Fred H. Wilkinson, hereby agrees to extend the time of payment of said note for the term of Five (5) years from the 1st day of April A. D. 1929 upon condition that said Benjamen D. Harrell and Neta May Harrell pay said principal note on April 1st, 1934, and the interest thereon as it become dues. Provided, however, that this Agreement is made upon the express condition that in case they shall neglect or refuse to promptly pay the interest as aforesaid this Agreement shall thereupon become null and void and the said note, as well as accrued and overdue interest thereon, shall become due and payable at once; or, if they shall neglect or refuse to pay before becoming delinquent in any legal state, local or special taxes or assessment levied under any law of the United States or State of Iowa, either upon the note or property aforesaid, then in that case this agreement shall be null and void as well as accrued and overdue interest shall become due and payable at once; and the said Fred H. Wilkinson shall have full power and authority to proceed under and by virtue of said note and mortgage in as full and ample manner as if this Agreement had not been made.

IN WITNESS WHEREOF the said Fred H. Wilkinson has signed and sealed this instrument the 27th day of April A. D. 1929.

Fred H. Wilkinson

We hereby accept the conditions upon which said Extension is granted and agreed to carry out the provisions of this Agreement and if we fail in so doing in any respect we hereby authorize the holder of said note and mortgage to proceed according to the provisions of said mortgage, the same as if the above agreement had not been made. We also guarantee in consideration of this extension, the payment of said note on April 1st, 1934 and the interest thereon as it accrues.

Benjiman D. Harrell

Neta May Harrell

STATE OF IOWA, MADISON COUNTY; SS

On this 27th day of April A. D. 1929, before me Phil R. Wilkinson, a Notary Public in and for said Madison County, Iowa, personally appeared Benjamen D. Harrell and Neta May Harrell, to me known to be the identical persons named in and who executed the foregoing instrument, and whose names are affixed thereto and acknowledged that they executed the same as their voluntary act and deed.

Made under my hand and Seal of office the day and year last above written.

NOTARIAL
SEAL

Phil R. Wilkinson

NOTARY PUBLIC IN AND FOR
MADISON COUNTY, IOWA.