

Mortgage Record, No. 82, Madison County, Iowa

BOCHE BLANK BOOK CO., BOONE, IOWA 21145-25

John C. Ohrt, and wife

to

Christine Ohrt

#1744

Fee \$.70

Filed for record the 24 day of
July A. D. 1930 at 4:18 o'clock
P. M.Mildred E. Knott, Recorder
Zelda Wildin, Deputy.

MORTGAGE EXTENSION AGREEMENT

WHEREAS, Christine Ohrt holds a certain promissory note made by John C. Ohrt and Louella Ohrt, his wife for the sum of Three Thousand & No/100 (\$3,000.00) DOLLARS, dated March 10th A. D., 1925, payable to the order of Christine Ohrt and due March 10th 1930 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 in Book 72, Page 336 of Mortgages; and whereas John C. Ohrt and Louella Ohrt, his wife have made application to extend the time of payment of said note for another term of five years years from March 10th 1930, and agrees to pay the said principal note at expiration of said time, and interest upon the same, at the rate of 5 per cent. per annum, from March 10th 1930, payable annually upon the tenth day of March in each year at Iowa State Bank. Now therefore, the said Christine Ohrt hereby agrees to extend the time of payment of said note for the term of 5 years from the 10" day of March 1930, upon condition that said John C. Ohrt and Louella Ohrt, his wife shall pay said principal note on March 10th 1935 and the interest thereon as it becomes due, provided, however, and this agreement is made upon the express condition that in case he shall neglect or refuse promptly to 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 ~~promptly~~ to pay before becoming delinquent any legal state, local, special, or general tax 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, and the said note, as well as accrued and overdue interest, shall become due and payable at once; and the said Christine Ohrt shall have full power and authority to proceed under and by virtue of said note and mortgage in as full and ample a manner as if this agreement had not been made. The privilege is hereby given to said John C. Ohrt and Louella Ohrt, his wife to pay \$100, or any multiple thereof, upon said note at

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date of any interest payment prior to maturity.

IN WITNESS WHEREOF, said Christine Ohrt has signed and sealed this instrument, the 30th day of April A. D., 1930.

Christine Ohrt

We hereby accept the above conditions upon which said extension is granted and agree 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 March 10th 1930, and the interest thereon as it accrues.

John C. Ohrt

Louella Ohrt

STATE OF IOWA, County of Dallas, ss:

On this 30th day of April, A. D., 1930, before me, Allen T. Percy a Notary Public in and for the County of Dallas, State of Iowa, personally appeared Christine Ohrt, John C. Ohrt and Louella Ohrt to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

NOTARIAL
SEAL

Allen T. Percy

Notary Public in and for Dallas County,
State of Iowa



(This acknowledgment complies with Sec. 10103
Iowa Code and court decisions of 1927.)