

Mortgage Record, No. 82, Madison County, Iowa

Henry J. Fett, et al,

to

METROPOLITAN LIFE INSURANCE COMPANY

#1747

Fee \$.90 /

Filed for record the 25 day
of July A. D. 1930 at 8:20
o'clock A. M.

Mildred E. Knott, Recorder.

EXTENSION AGREEMENT
(with curtailments)

WHEREAS, There remains unpaid on a certain note executed by L. D. Fett and Bertha Fett, husband and wife secured by a mortgage on real estate in Madison County, Iowa. dated October 25th, 1919, and recorded in the Recorder's Office of said County in Book 63, Page 271, and re-recorded in the Recorder's office of said Madison County, in Book 63 of Mortgages, Page 312, the sum of Sixteen Thousand and no/100 Dollars; and,

WHEREAS, Title to the mortgaged premises is now vested in Henry J. Fett, a widower; L. D. Fett and Bertha Fett, husband and wife subject to said mortgage and;

WHEREAS, Metropolitan Life Insurance Company the holder of said mortgage debt, has been requested to make said note and mortgage payable as hereinafter agreed, which the owner and holder of said note and mortgage has consented to do in consideration of the payments to be made as herein provided:

NOW, THEREFORE, The said Henry J. Fett; L. D. Fett and Bertha Fett in consideration of extension of the time of payment of said note, do hereby covenant and agree with Metropolitan Life Insurance Company its successors and assigns, that the time of payment of the principal sum remaining due upon said note is hereby extended so that Two Hundred and no/100 Dollars thereof will be due on the first day of April, 1931, and Two Hundred and no/100 Dollars thereof on the first day of April of each and every year thereafter up to and including April 1st, 1934, and the remainder, to-wit: Fifteen Thousand Two Hundred and no/100 Dollars on April^{1st}, 1935. And do further covenant, promise and agree to pay said principal sum now remaining due, to-wit: Sixteen Thousand and no/100 Dollars, in the

Mortgage Record, No. 82, Madison County, Iowa

amounts and on the days specified, and to pay interest thereon as the same shall accrue at the rate of $5\frac{1}{2}$ per cent per annum annually as evidenced by six interest notes of even date herewith, maturing as therein provided and secured by said first mortgage, with interest after maturity at the rate of eight per cent per annum; and that the holder of said note shall not be required to receive payment of the principal sum remaining due thereon prior to the extended dates of maturity in the amounts thereof respectively, except that the right to pre-pay the principal sum remaining as aforesaid on April ^{1st}, 1931, or any interest date thereafter in the sum of One Hundred Dollars or multiple thereof, provided sixty days notice of intent to pay be given in writing to the holder of said note at the place of payment named therein, is hereby reserved; provided further, that at the time of giving notice of the exercise of this option there shall be paid to the holder of said note, as a bonus or surrender charge, a sum equal to no per cent per annum to the maturity date of the last interest note above referred to upon all sums so elected to be paid before maturity as extended hereby.

And it is hereby further covenanted and agreed that said mortgage as originally executed shall be and remain in full force as security for the faithful performance of the agreements and conditions therein contained, in respect to said note and interest as herein provided, and the right to declare the same due for default in the payment of interest, or any installment of principal thereon, and all other matters whatsoever, except insofar as herein expressly modified.

This agreement is made upon the express condition that it shall not be construed as precluding Metropolitan Life Insurance Company its successors or assigns, from enforcing any and all of its rights against any person liable upon said note as maker, endorser, guarantor or otherwise, whose written assent hereto has not been obtained, for which purpose said note may be treated as overdue and collected immediately, in accordance with the terms of said note and mortgage as if this agreement had not been made. The rights of any such person are also hereby expressly reserved, and may be exercised and enforced in all respects as if this agreement had not been made.

All right of dower and homestead in said premises is hereby waived.

Witness our hands this 25th day of June, 1930.

Executed and delivered in the presence of:

W. W. Andrew

W. A. Stanley

Henry J. Fett

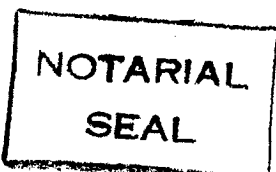
L. D. Fett

Bertha Fett

STATE OF Iowa. ss.
County of Dallas

On this 25th day of June 1930, before me, a Notary Public in and for said County and State, personally appeared Henry J. Fett, a widower; L. D. Fett and Bertha Fett, husband and wife to me known to be the identical persons who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal the day and year above set forth.



L. M. Lanning

Notary Public.

My commission expires July 4 1933.