

Mortgage Record, No. 83, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA 28018-80

NOTARIAL
SEAL

G. W. Brown
Notary Public in and for Page County, Iowa

Fred C. Davis (widower & Unmarried)

#269

Filed for record the 10 day of Feb., A. D. 1932 at 8:10 o'clock A. M.,

Fee \$1.00

To

Mildred E. Knott, Recorder
Valda C. Bishop, Deputy

The Equitable Life Assurance Society of the United States

MORTGAGE EXTENSION AGREEMENT

AGREEMENT, made this 16th day of September 1931, between THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation located and having its principal office at Number 393 Seventh Avenue New York City, party of the first part, and Fred C. Davis (Widower & Unmarried) party of the second part, Witnesseth:

Whereas, the party of the first part is the owner and holder of the note of Fred C. Davis (Single) for \$5000.00 and interest, secured by a mortgage of the real property described as

The East Half of the South East Quarter (E $\frac{1}{2}$ SE $\frac{1}{2}$) of Section Twenty Four (24) in Township Seventy Four (74) North and Range Twenty Nine (29) West of the Fifth Principal Meridian,

which mortgage is recorded in the office of the County Recorder of the County of Madison, State of Iowa, in Book 63 of Mortgages, Page 354, upon which note and mortgage there remains unpaid the sum of Five Thousand and No/100 Dollars.

And Whereas, the parties hereto are desirous of extending the time of payment of the said note and 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 party of

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the second part, it is hereby mutually covenanted and agreed that the time for the payment of the principal sum secured to be paid by the said note and mortgage, be and the same is hereby extended so that \$200.00 thereof will be due on the 1st day of September 1932 and \$200.00 thereof on the 1st day of September of each and every year thereafter up to and including September 1, 1935, and the remainder, \$4200.00 on Sept. 1, 1936.

Provided that the party of the second part shall pay interest on said note and mortgage at the rate of 5½ per centum per annum, annually on the 1st day of September in each year until said principal sum shall be fully paid, and shall also comply with all the terms and conditions set forth in said note and mortgage, as herein modified.

And the party of the second part in consideration of the granting of this extension further covenants and agrees to pay said principal sum and interest when the same shall become due as above set forth and comply with the other terms and conditions of the said note and mortgage.

This Agreement is made under the express condition that said party of the second part is now the owner of the premises covered by said mortgage.

Nothing herein contained shall invalidate any of the security now held for said debt, or impair any condition in said note and mortgage.

This Agreement shall bind both parties hereto their successors, heirs, legal representatives and assigns.

In Witness Whereof, the parties hereto have caused this agreement to be duly executed the day and year first above written.

APPROVED

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The Equitable Life Assurance Society of the United States,
D. A. Walker,
2nd V. President

By Alex. McNeill, Asst. Secretary
Fréd C. Davis

R Margaret Schenk

The maker hereof has the option of paying \$100 or any multiple thereof on September 1st 1932 or on any interest due date thereafter, in addition to the payments above specified.

State of New York)
County of New York) SS.

On this 4th day of February A. D. 1932, before me, a Notary Public in and for said County, appeared D. A. Walker and Alex, McNeill, to me personally known, who, being by me duly sworn, did say that they are 2nd V. President and Asst. Secretary, respectively, of The Equitable Life Assurance Society of the United States, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors and by laws, and the said D. A. Walker and Alex. McNeill acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

(NOTARIAL SEAL) Pearl G. Hilton
Notary Public.

PEARL G. HILTON
NOTARY PUBLIC, NASSAU COUNTY, N. Y.
New York County No. 351, Reg. 3H185
Term expires March 30, 1933

State of Iowa)
Union County) SS.

Be it remembered that on this 5th day of October A. D. 1931 before me, a Notary Public in and for said County, personally appeared Fred C. Davis (Widower and Unmarried) to me personally known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution of said instrument to be his voluntary act and deed.

Witness my hand and Notarial Seal, the day and year last above written.
M. G. Bacon, Notary Public.