## Mortgage Record, No. 83, Madison County, Iowa

W. M. Kale & Lulu M. Kale,

#1327

Filed for record this 29th day of June A. D., 1933 at 1:18 o'clock P.M.

To

Lura Sayre, Agent.

Fee \$.60 √

Maggie Reese Hobbs, Recorder.

## EXTENSION AGREEMENT

THIS AGREEMENT Made and entered into this 29 day of June, 1933 by and between Lura Sayre, Agent of the first part, and W. M. Kale & Lula M. Kale of Madison County, Iowa, of the second part.

WHEREAS, W. M. Kale & Lula M. Kale justly indebted to said S. N. Sayre, Estate in the sum of Twenty Two hundred 00/100 DOLLARS secured to be paid by a certain note and mortgage, executed by said W. M. Kale....the 1 day of March, 1916 payable to said S. N. Sayre, Estate on the 1 day of March, 1921, with interest at the rate of 6 per cent, payable annually; which said mortgage was duly recorded in the Recorder's office of Madison County, Iowa, in book 59 of Mortgages on page 341, and whereas, \$1400 of the principal sum of said note is still unpaid and the said W. M. Kale & Lula M. Kale party of the second part hereto has applied to said Lura Sayre, Agent for the extension of time ..... said note of Fourteen hundred 00/100 Dollars for a term of five years from 1st day of March, 1933 with interest at the rate of 5 per cent. per annum, payable annually, as per coupons of even date herewith, executed by the first party.

NOW THEREFORE, in consideration of the execution of said coupons, and the faithful performance of all of the covenants in said note, coupons and mortgage, as well in spirit as in letter, said first party hereby agrees to postpone and extend the time of payment of said note to the 1st day of March, 1938 payable annually as per ...coupons, this day executed by said second party.

It is also expressly understood and agreed by and between the parties hereto that nothing herein contained shall operate to discharge or release the said mortgagees, their heirs, legal representatives, or assigns, from the liabilities to fulfill, keep and promptly perform, as well in spirit as in letter, each and all of the covenants in said mortgage and note given by said W. M. Kale and Lulu M. Kale.

It is further expressly understood by and between the parties hereto, that in case of default in any of the covenants or conditions in said note or mortgage, then at the election of said first party, heirs or assigns, the whole of principal sum shall at once become due and payable and said note shall draw interest at eight per cent. from such default and the mortgage may be foreclosed as stated in said mortgage, anything herein before contained to the contrary notwithstanding.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal\_ the day and Lura Sayre (Seal) year first above written.

W. M. Kale Lulu M. Kale

(Seal)

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STATE OF IOWA ) ss. Madison County, )

On this 29th day of June A. D., 1933, before me, the undersigned a Notary Public in and for said County, personally came Lura Sayre, W. M. Kale & Lulu M. Kale, personally known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged the execution of same to be their voluntary act and deed for the purposes therein expressed.

NOTAIL AL SEAL D. B. Casady Notary Public In and for Madison County, Iowa.