Laura J. Miller

#2454

Filed for Record this 5th day of December A. D. 1933 at 4:50 o'clock P. M.

To

R. F. B. Seidler

Fee \$.90 V

Maggie Reese Hobbs, Recorder. Jessie Allgeyer, Deputy.

## MORTGAGE EXTENSION AGREEMENT

WHEREAS, Laura J. Miller holds a certain promissory note made by R. F. B. Seidler and Charlena E. Seidler, husband and wife for the sum of Ten Thousand (Reduced to Eight Thousand dollars) DOLLARS, dated October 19th, A. D. 1925, payable to the order of Laura J. Miller and due November 1st, 1930 extended to November 1st, 1933 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 370 of mortgages; and whereas R. F. B. Seidler has made application to extend the time of payment of said note for another term of three years from November 1st 1933, and agrees to pay the said principal note at expiration of said time, and interest upon the same, at the rate of 4% per cent. per annum from November 1st, 1932, payable semi-annually upon the first days of May and November in each year at The Citizens National Bank of Winterset or its successor. the said Laura J. Miller hereby agrees to extend the time of payment of said note for the term of 5 years from the 1st day of November 1933, upon condition that said R. F. B. Seidler shall pay said principal note on November 1st, 1938, 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 over due interest thereon, shall become due and payable at once; or if he shall neglect or refuse to pay before becoming delinquent in 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 Laura J. Miller 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 R. F. B. Seidler to

## Mortgage Record, No. 85, Madison County, Iowa

pay \$100, or any multiple thereof, upon said note at any date prior to maturity.

IN WITNESS WHEREOF, said Laura J. Miller has signed and sealed this instrument, the 28th day of November A. D. 1933.

Laura J. Miller

I hereby accept the above conditions upon which said extension is granted and agree to carry out the provisions of this agreement, and if I fail in so doing in any respect, I 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. I also guarantee, in consideration of this extension, the payment of said note on November 1st 1938, and the interest thereon as it accrues.

R. F. B. Seidler

STATE OF CALIFORNIA, Los Angeles County, ss:

On this 28th day of November A. D. 1933, before me A. Laura Lambert, a Notary Public in and for said County, personally appeared Laura J. Miller to me known to be the identical person named in and who executed the foregoing instrument, and whose name is affixed thereto and acknowledged that she executed the same as her voluntary act and deed.

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

(NOTARIAL SEAL)

A. Laura Lambert
Notary Public in and for Los Angeles
County, California

STATE OF IOWA )
COUNTY OF MADISON ) ss

On this 5th day of December A. D. 1933, before me, J. W. McKee, a Notary Public in and for Madison County, Iowa, personally appeared R. F. B. Seidler, to me known to be the identical person named in and who executed the foregoing instrument and whose name is affixed thereto and acknowledged that he executed the same as his voluntary act and deed.

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

NOTARIAL

SEAL

J. W. McKee Notary Public in and for Madison County, Iowa.