

Mortgage Record, No. 85, Madison County, Iowa

O. W. Johnston and Wife

To

Equitable Life Insurance Co.
of Iowa.

#2604
Fee \$.70 ✓

Filed for record on the 14th day
of December A. D. 1933 at 11:04
o'clock A. M.

Maggie Reese Hobbs, Recorder.
Jessie Allgeyer, Deputy.

EXTENSION OF MORTGAGE

WHEREAS, The EQUITABLE LIFE INSURANCE COMPANY OF IOWA, of Des Moines, Iowa, (hereinafter referred to as the Company), is the owner and holder of the certain real estate mortgage dated the 11th day of December, 1930, which was executed and delivered by O. W. Johnston and Mabel Johnston, Husband and Wife, payable to EQUITABLE LIFE INSURANCE COMPANY OF IOWA and which mortgage was filed for record in the office of the Recorder of

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MOORE BLANK BOOK CO., BOONE, IOWA 24697-32

Madison County, Iowa, on the 22nd day of December, 1930, and recorded in Book 80 of Mortgages, on Page 525; and

WHEREAS, The said Company is the owner and holder of the debt secured by the said mortgage, which is evidenced by a promissory note, and the said mortgage debt, as of the first day of July, 1933, amounts to Twelve Thousand Seven Hundred and Fifty and no/100 Dollars, and

WHEREAS, The said Company has agreed to extend the time of payment of the said mortgage debt as hereinafter stated.

NOW THEREFORE, We, O. W. Johnston and Mabel Johnston, in consideration of the said extension of time, do hereby promise and agree to pay unto the said Company or its order, at its office in Des Moines, Iowa, the said mortgage debt of Twelve Thousand Seven Hundred and Fifty and no/100 Dollars on the first day of July, 1938, with interest thereon at the rate of Five per cent per annum from the first day of July, 1933, payable semi-annually on the first day of January and July in each year.

That all sums of money not paid when due, as provided in this extension, shall bear interest at eight per cent per annum, payable semi-annually.

That all the conditions and covenants of said note and mortgage not modified by this extension shall remain in full force and effect.

That in case of failure to comply with any one of the conditions or covenants hereof, or of said note and mortgage, not inconsistent with this extension, the whole debt shall at once become due and collectible without notice at the option of the owner of said note and mortgage.

And we hereby covenant and warrant that said mortgage is a first lien on said premises therein described, and that it shall continue and remain as security for the payment of said principal and interest remaining unpaid on said note and mortgage.

And in consideration of the extension of time for the payment of said note and mortgage as herein provided, we consent, agree and bind ourselves to keep and perform all the conditions herein and of said note and mortgage, except as modified by this extension.

That any and all additional or collateral security, including the Grant of Possession, if any, shall not be terminated, cancelled or invalidated by the acceptance of this extension by the Company; and the Grant of Possession, if any, shall be in full force and effect, in any event until March 1, 1936.

And, further, we hereby agree during the period of this extension to keep the buildings insured against loss or damage by fire in the sum of \$6375 and tornado and windstorm in the sum of \$6375, with loss payable to the Company and pay the premiums therefor, and deliver said policies to the Company.

The option being reserved that, by giving said Company thirty days previous notice in writing, payments of One Hundred Dollars and multiples thereof may be made on the first day of July, 1935, and at interest dates thereafter.

Dated this 28th day of November, 1933.

O. W. Johnston
Mabel Johnston

STATE OF IOWA)
COUNTY OF MADISON)SS.

On this 28th day of November A. D. 1933, before me, the undersigned, a Notary Public in and for Madison County, State of Iowa, personally appeared O. W. Johnston and Mabel Johnston, Husband and Wife, 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.

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MOORE BLANK BOOK CO., BOONE, IOWA 24897-32

WITNESS my official signature and seal of office at Earlham Iowa the day and year
last above written.

NOTARIAL
SEAL

Ralph B. Hunter
Notary Public in and for said
County and State.