

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

Earl H. Smith &amp; Wife,

#1285

Filed for record this 13th day  
of March, 1934 at 1:45 o'clock  
P. M.

To

Fee \$.80 ✓

Equitable Life Assurance  
Society of the United States.Maggie Reese Hobbs, Recorder.  
Jessie Allgeyer, Deputy.

## AGREEMENT FOR EXTENSION OF LOAN

WHEREAS Earl H. Smith and Elsie Smith made, executed, and delivered to Collins Mortgage Company one certain note for the principal sum of Seventy-five Hundred Dollars (\$7500.00) with interest thereon, dated June 2nd 1928, which note was duly assigned to THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES; and is secured by a mortgage of even date therewith, and recorded in Madison County, State of Iowa, on June 13th 1928, in Book 80 of Mortgages on Page 315; said mortgage being a first lien on the following described real estate and premises situate in Madison County, State of Iowa, to-wit:

The East  $\frac{1}{2}$  of the South West  $\frac{1}{4}$  and the North  
West  $\frac{1}{4}$  of the South West  $\frac{1}{4}$  of Section 29 in  
Township 74 North Range 28 West of the 5th P.M.

AND, WHEREAS, it is hereby acknowledged there is still due and unpaid upon said note and mortgage the sum of Seventy-five Hundred Dollars (\$7500.00) of principal money.

AND, WHEREAS, the undersigned are desirous of extending the time of payment of Seventy-five Hundred Dollars (\$7500.00) of the principal sum aforesaid upon the terms hereinafter mentioned; \$100.00 to be payable on the 1st day of July, 1934, \$100.00 payable July 1st, 1935, \$100.00 payable July 1st, 1936, \$100.00 payable July 1st, 1937 and \$7100.00 payable July 1st, 1938.

NOW, in consideration of the extension of the time of payment of the sums above stated to the dates aforesaid, the undersigned hereby covenant and agree to pay interest on the amount of said note and mortgage hereby extended at the rate of five per centum per annum from July 1st, 1933, payable annually and eight per centum per annum from date of default until said principal sums shall be fully paid and shall also comply with all terms and conditions set forth in said note and mortgage except as herein modified.

AND, the undersigned, in consideration of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES having granted this extension of time further covenant and agree that they will pay said principal sums and interest when the same shall become due as above set forth and comply with the other terms and conditions of said note and mortgage.

This Agreement and extension is made upon the express condition that the undersigned are now the legal owners of the premises covered by said mortgage.

Nothing herein contained shall invalidate any of the security now held for payment

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BOONE BLANK BOOK CO., BOONE, IOWA. 24697-82

of the said debt or impair any condition in said note and mortgage, and 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 shall bind the parties, their successors, heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this 26th day of February A. D., 1934.

Earl H. Smith  
Elsie Smith

State of Iowa )  
County of Madison ) ss.

On this 3d day of March, A. D., 1934, before me, the undersigned, a Notary Public in and for said County, personally came Earl H. Smith and Elsie Smith, husband and wife personally known to me to be the identical persons whose names are affixed to the above instrument, and acknowledged the same to be their voluntary act and deed for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

NOTARIAL  
SEAL  
My commission expires July 4, 1936.

H. C. Fosher,  
Notary Public.