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

Clara Wight & John S. Abrams,

#1883

Filed for record this 21st day of April, 1934 at 10:40 o'clock A. M.

To

Fee \$.80

Equitable Life Assurance Society of the United States

Maggie Reese Hobbs, Recorder.

## AGREEMENT FOR EXTENSION OF LOAN

WHEREAS Clara Wight and John S. Abrams made, executed, and delivered to Collins
Mortgage Company one certain note for the principal sum of Five Thousand Dollars (\$5,000.
00) with interest thereon, dated May 18th 1929, which note was duly assigned to THE EQUIT
ABLE 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 May 20th 1929, in Book
82 of Mortgages on Page 262; 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 ½ of the South West ½ of Section 23 in Township 76 North Range 28 West of the 5th P. M.

AND, WHEREAS, it is hereby acknowledged there is still due and unpaid upon said notes and mortgage the sum of Five Thousand Dollars (\$5,000.00) of principal money.

AND, WHEREAS, the undersigned are desirous of extending the time of payment of Five Thousand Dollars (\$5,000.00) of the principal sum aforesaid upon the terms hereinafter mentioned; \$100.00 to be payable on the 1st day of January, 1935, \$100.00 payable January 1st, 1936, \$100.00 payable January 1st, 1937, \$100.00 payable January 1st, 1938 and \$4600.00 payable January 1st, 1939

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 January 1st, 1934, 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 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 30th day of March A. D., 1934.

J. Robert Cornell Witness to Mark

Clara Wight
his
John S. X Abrams
mark

State of Iowa County of Madison)ss.

On this 12 day of April A. D., 1934, before me, the undersigned, a Notary Public in and for said County, personally came Clara Wight, who is a widow, and John S. Abrams,

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who is a single man 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.

SEAL expires July 4, 1936.

J. W. McKee Notary Public.