Mortgage Record, No. 85, Madison County, Iowa

Mike hausman

W. T. Smith, et al,

#4095

Fee \$1.30

Filed for record the 20th day of December A. D. 1934 at 8:04 o'clock A. M.

H. A. Steen.

To

Maggie Reese Hobbs, Recorder.

EXTENSION OF MORTGAGE

Whereas H. A. Steen of Lorimor, Union County, Iowa, is the owner of one certain note for the sum of Eleven Hundred (\$1100.00) Dollars, dated February, 25th. 1928, made by John W. Smith, single, payable to the The First National Bank of Lorimor, Iowa, payable February, 25, 1930, said note being secured by Mortgage recorded on the First day of March, 1928, in Mortgage Record "81" on page 16, of the Mortgage Records in Madison County, Iowa, upon the following described real estate, to-wit:-

The East Half $(\frac{1}{2})$ of the South East Quarter $(\frac{1}{4})$ of section Twenty-five (25) in Township Seventy-four (74) North, of Range Twenty-nine (29), and upon the North West Quarter $(\frac{1}{4})$ of the South West Quarter $(\frac{1}{4})$ of section Thirty (30) in Township Seventy-four (74) North, of Range Twenty-eight (28) all West of the 5th. P. M., Madison County, Iowa, and

Whereas said H. A. Steen has now agreed with Wm. T. Smith, George E. Smith, and Ira E. Smith and his wife Mabel_Smith, present owners of the premises described in said mort-

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gage and liable for the debt secured by said mortgage, to extend the time of payment thereof,

Now, therefore, We, Wm. T. Smith, George E. Smith, both single, and Ira E. Smith and wife Mabel_Smith, hereby agree to pay on the Fifth day of November, 1936, the principal sum of Eleven Hundred (\$1100.00) Dollars, the principal sum remaining unpaid on said note and mortgage, with interest thereon from February, 25th. 1935, at six per cent (6%) payable semi-annually, on August, 25th. and February 25th. of each year: and the further sum of Five Hundred (\$500.00) Dollars advanced by said H. A. Steen, to apply on the payment of one Note of John W. Smith, now deceased, remaining unpaid as a claim against the estate of the said John W. Smith, deceased, and now held and owned by said First National Bank of Lorimor, Iowa, now in the control of the Comptroller of the Treasury of the United States, with John F. Ward, Receiver in charge, with interest thereon at the rate of six (6%) per cent from February, 25, 1935, payable semi-annually, and due on November, 5, 1936: all of said sums being payable to said H. A. Steen, at #920 Linden Ave. Long Beach, California.

That all sums of money not paid when due, as provided for in this extension shall bear eight (8%) per cent interest payable semi-annually.

That all the conditions and covenants of said original 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, of of said notes 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 notes 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 notes and mortgage.

And in consideration of the extension of time for the payment of said original note of said John W. Smith, now deceased, and the advancement made by said H. A. Steen, to apply upon the payment of the note still held by the said First National Bank, of Lorimor, Iowa, as herein provided, we consent, agree and bind ourselves to keep and perform all the conditions herein and of said notes and mortgage, except as modified by this extension.

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 \$2100.00 and wind and tornado in the sum of \$2100.00, with loss payable to the said H. A. Steen,

The option being reserved that, by giving said H. A. Steen, thirty (30) days notice in writing payments may be made of One Hundred Dollars or any multiple thereof, or the whole amount then due said H. A. Steen.

Dated and signed this 5th. day of November, A. D., 1934.

Attest

Angeline Simon Elsie M. Miller

H. A. Steen

Ira E. Smith
Mabel E. Smith
Geo. E. Smith
W. T. Smith

State of Michigan (Wayne County, (SS:

On this 10th of November, A. D. 1934, before me Angeline Simon a Notary Public within and for Wayne County, State of Michigan, personally came Ira E. Smith and Mabel_Smith, husband and wife, both personally to me known to be the identical persons whose names are affixed to the above and foregoing instrument as grantors therein, and acknowledged

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the execution of the same to be their voluntary act and deed for the purposes therein expressed.

In Testimony whereof, I have hereunto subscribed my name and affixed my Seal of office on the day and date last above written.

(NOTARIAL SEAL)

Angeline Simon
Notary Public in and for Wayne
County, Michigan.
My commission expires July 14, 1937

State of Iowa (Madison County, (SS:

On this 17th day of November, A. D. 1934, before me S. A. Hays, the undersigned, a Notary Public within and for Madison County and State of Iowa, personally came <u>Wm</u>. T. Smith, single and <u>George</u> E. Smith, single, personally to me known to be the identical persons whose names are affixed to the above instrument as grantors and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

In Testimony whereof, I have hereunto subscribed my name and affixed my Notarial Seal on the day and date last above written.

(NOTARIAL SEAL)

S. A. Hays, Notary Public in and for Madison County, Iowa.

State of Iowa (ss: Madison County, (ss:

On this 6th. day of November, A. D. 1934, before me S. A. Hays, the undersigned, a Notary Public in and for Madison County, State of Iowa, personally came H. A. Steen, personally to me known to be the identical person whose name is affixed to the above and foregoing instrument and acknowledged the execution of the same to be his voluntary act and deed for the purpose as therein expressed.

In Testimony whereof, I have hereunto subscribed my name and affixed my Notarial Seal on the day and date last above written.

(NOTARIAL SEAL)

CONFINED

S. A. Hays, Notary Public in and for Madison County, Iowa.