

Mortgage Record, No. 85, Madison County, Iowa

ROONE BLANK BOOK CO., ROONE, IOWA. 24897-32

appeared R.J.Hammans and Sybil Hammans, husband and wife, to me personally known to be

My commission expires 4-10-38.

of Kansas.

Minerva J.Devault, Widow

#854

Filed for record the 15th day of
March A.D.1935 at 10:54 o'clock A.M.

TO

Fee \$.80



EQUITABLE LIFE INSURANCE

Valda C. Bishop. Recorder

CO. of Iowa

Pearl E. Shetterly, Deputy

E X T E N S I O N

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 20th day of December, 1928, which was executed and delivered by Minerva J. Devault, a widow, payable to EQUITABLE LIFE INSURANCE COMPANY OF IOWA, and which mortgage was filed for record in the office of the Recorder of Madison County, Iowa, on the 26th day of December, 1928, and recorded in Book 80 of Mortgages, on Page 355; and

WHEREAS, The said Company is the owner and holder of the debt secured by the said mortgage, which is evidenced by one promissory note, and the said mortgage debt, as of the first day of July, 1935 amounts to THREE THOUSAND EIGHT HUNDRED SEVENTY-ONE (\$3, 871.00) Dollars, and

WHEREAS, The said Company has agreed to extend the time of payment of the said Mortgage debt as herein after stated.

NOW THEREFORE, I, Minerva J. Devault, 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 THREE THOUSAND EIGHT HUNDRED SEVENTY-ONE (\$3, 871.00) Dollars on the first day of July, 1940, with interest thereon at the rate of five per cent per annum from the first day of July, 1935, payable semi-annually on the

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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, 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 the principal is paid down to THREE THOUSAND FIVE HUNDRED (\$3,500.00) Dollars,

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 \$4,550.00 and tornado and wind-storm in the sum of \$4,550.00, 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, 1937, and at interest dates thereafter.

Dated this 7th day of March 1935.

Minerva J. Devault

(STATE OF IOWA)

COUNTY OF MADISON)SS.

On this 13 day of March A.D. 1935, before me the undersigned, a Notary Public in and for Madison County, State of Iowa, personally appeared Minerva J. Devault, a Widow, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

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.

Filed for record the 15 day of March