

Mortgage Record, No. 86, Madison County, Iowa

J. H. WELCH, PRtg. CO., DES MOINES, IOWA

Chas Herren & Flossie Herren.

#3472

Filed for record the 24 day of August A.D.1936 at 1:00 o'clock P.M.
Valda C. Bishop, Recorder
Pearl E. Shetterly, Deputy

To

Fee \$.70 ✓

The Federal Land Bank of Omaha

5% Loan No. 13057 I 43

EXTENSION and REAMORTIZATION AGREEMENT

THIS AGREEMENT, made this 6th day of June, 1936, between Charles Herren and Flossie Herren, husband and wife, original mortgagors and present owners as first parties, and The Federal Land Bank of Omaha, Omaha, Nebraska, as second party, as follows:

(1) Second party is the Mortgagee under an instrument recorded in Book 80, Page 125, of the mortgage records of Madison County, State of Iowa given to secure a note of even date therewith, upon which note and mortgage, after the necessary adjustment has been effected, the unpaid indebtedness amounts to \$9,500.00 as of the 1st day of March, 1936, which indebtedness first parties desire to have extended, so as to permit payment thereof to be made in seventy-two subsequent semi-annual installments of principal and interest, on an amortization plan, under the provisions of the Federal Farm Loan Act, as amended, and in accordance with the tables regularly used by second party for a 5% loan, the first seventy-one of such installments to be in equal amounts of \$285.06 each, to be paid on the first day of March and September of each year, with the first installment payable on the first day of September, 1936; and the final installment to be in the amount of \$442.32, to be paid on the first day of March, 1972; any installment not paid when due to bear interest in accordance with the provisions of the original note and mortgage.

(2) Second party is willing and hereby agrees to permit the time for payment of said mortgage indebtedness to be so extended and to accept payments accordingly, and first parties hereby jointly and severally expressly covenant and agree to pay the installments and the mortgage indebtedness, as set out in paragraph (1) hereof.

(3) This agreement shall not affect any other terms of the original note and mortgage, nor any other rights thereunder, and first parties hereby jointly and severally agree to perform all of the covenants and obligations of such note and mortgage. This agreement shall not become operative until formally executed by second party. It shall not be binding upon second party, even though executed and recorded, if there shall be any rights in favor of third parties which will be adversely affected thereby, and if first parties shall not have obtained such consent as may be necessary on the part of such third parties, to this agreement; and in such case the unpaid indebtedness shall, at the option of second party, be legally due and enforceable according to the terms of, and in the manner provided in the original note and mortgage.

Witness:

Chas. Herren (Seal)
Flossie Herren (Seal)
First Parties
THE FEDERAL LAND BANK OF OMAHA
Second Party

Witness:

Eileen Leppert
AS to officers of second party

By T.C.Hornby Vice President
Attest: Wayne E. Smith Asst Secretary

(CORPORATE SEAL)

STATE OF IOWA, COUNTY OF MADISON)ss.

On this 18th day of June, 1936, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Chas Herren and Flossie Herren to me known to be the persons named in and who executed the foregoing instrument as first parties and severally acknowledged that they executed the same as their free voluntary act and deed.

Witness my hand and official seal the day and year last above written.

Eugene Wilson Notary Public

(NOTARIAL SEAL)

My commission expires on the 4th day of July 1936

or Assignment of Annexed Mortgage See Page 217

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STATE OF NEBRASKA, COUNTY OF DOUGLAS)ss

On this 6th day of June, 1936, before me, a Notary Public in and for said County and State, personally appeared T.C.Hornby to me personally known, who being by me duly sworn did say that he is Vice-President of The Federal Land Bank of Omaha, a corporation; that the seal affixed to said instrument is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and that he acknowledged the execution of said instrument to be the free act and deed of said corporation, by it voluntarily executed.

Witness my hand and notarial seal the day and year last above written.



O.M.Cloud Notary Public

My commission expires the 18th day of March, 1938.