

MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

R.D.Warnock and Wife

To

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Filed for record the 7 day of March A.D.1938 at 9;32 o'clock A.M. Valda C. Bishop Farver, Recorder

Pearl E. Shetterly, Deputy

The Homesteaders Life Assn

MORTGAGE EXTENSION AGREEMENT

WHEREAS, THE HOMESTEADERS LIFE ASSOCIATION, (a fraternal benefit association) of Des Moines, Iowa, is the owner of a certain note for Ten Thousand, five Hundred and no/100 Dollars, (\$10,500.00), made by L.L.Blomgren and wife, Alletha, and dated the 3rd day of

March,1928, payable to The Homesteaders Life Association, on the 1st day of March,1935, said note being secured by a mortgage on real estate situated in Madison County, Iowa, which mortgage was filed for record on the 3rd day of March, 1928, and recorded in Book 81 at Page 25 of the Mortgage Records of Madison County, Iowa; and,

WHEREAS, said mortgage was extended by written agreement filed November 8, 1935, and recorded in Book 86 at page 174 of the records of Madison County, Iowa, to March 1st, 1938, and WHEREAS, THE HOMESTEADERS LIFE ASSOCIATION is now the owner and holder of said note and mortgage; and

WHEREAS, R.D. Warnock is now the owner of the real property described in and covered by said mortgage and holds the legal title thereto and is liable for the payment of said note and interest; and,

WHEREAS, the said R.D.Warnock is desirous of having the time of payment of said note and mortgage extended for a period of Ten (10) years from and after the present due date thereof and the said THE HOMESTEADERS LIFE ASSOCIATION, has agreed with the said R.D. Warnock to extend the time for payment on the terms and conditions hereinafter set out; now,

THEREFOR, for and in consideration of such extension, the said R.D.Warnock and Mary M.Warnock, his wife, hereby agree to pay to the said THE HOMESTEADERS LIFE ASSOCIATION, at its office in the City of Des Moines, Iowa, the sum of Ten Thousand and no/100 Dollars, (\$10,000.00), being the principal amount of said note remaining unpaid on the 1st day of March, 1938, on the date or dates and in the amount or amounts as follows, to-wit:

Two Hundred Dollars (\$200.00) on principal on March 1st, 1939 and Two Hundred Dollars (\$200.00) on the principal on the 1st day of March in each year thereafter, until and including March 1st, 1948, when the amount then remaining unpaid, both principal and interest, is due and payable.

with interest on all unpaid amounts from the 1st day of March, 1938, at the rate of 42 per cent per annum, payable semi-annually on the 1st day of March and September in each and every year until and including the 1st day of March, 1948, and with the further agreement that any and all payments, either of interest or principal, or both, not paid when due, shall draw interest at the rate of seven per cent per annum from due date until paid.

As a further consideration for this extension of time for the payment of said note and mortgage, it is, AGREED:

That we will keep and perform each and all of the conditions and agreements in said note and mortgage, except those modified or amended by this agreement, and we further agree that all of said conditions and agreements, including those modified or amended herein, and as amended, are, and shall remain in full force and effect.

That in case of failure to comply with any one of the conditions or covenants hereof, or 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.

It is understood that an option is given to pay One Hundred Dollars or any multiple thereof at any interest date after March 1st, 1940, to apply on the principal amount of said note, said payments, if and when made, to be in addition to any required payments that may be provided herein; provided, that thirty (30) days' notice in writing of the intent to exercise such option is given the Association.

The owners of the property described in said mortgage waive homestead, dower and distributive rights therein. Dated at Des Moines, Iowa, this 28th day of February, 1938.

(Corporate Seal)

THE HOMESTGADERS LIFE ASSOCIATION BY C.J.Graves, Secretary R.D. Warnock
Mrs Mary M. Warnock

MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

State of Iowa On this 28th day of February, 1938, before me, the under-: 55. County of Madison ) signed, a Notary Public in and for Madison County, Iowa, personally appeared R.D. Warnock and Mary M. Warnock, husband and wife, to me known to be the persons named in the foregoing instrument and acknowledged that they and each of them signed and executed the same as their voluntary act and deed.

SEAL

hand and Notarial Seal the day and year last above written.

S.M. Hamilton

Notary Public in and for said County and State.

Wiled for record the 7 day of