

Mortgage Record, No. 90, Madison County, Iowa

Notary Public in and for Madison County, Iowa.

B.F. & Mabel Hamilton
To
J.W. McKee, as Trustee

#5352

Fee \$.60

Filed for record the 15 day of
November A.D. 1938 at 2:00 o'clock
P.M.
Valda C. Bishop Farver, Recorder

MORTGAGE EXTENSION AGREEMENT

WHEREAS, J.W. McKee, as Trustee holds a certain promissory note made by B.F. Hamilton and Mabel Hamilton for the sum of Five Hundred DOLLARS, dated August 31st A.D. 1935, payable to the order of J.W. McKee as Trustee and due August 31st 1938 which note is secured by a mortgage of even date, upon Real Estate situated in the county of Madison and State of Iowa, and more particularly described in said mortgage deed, recorded in the Recorder's Office of said Madison County in Book 79, Page 313 of Mortgages; and whereas B.F. Hamilton and Mabel Hamilton have made application to extend the time of payment of said note for another term of one years from August 31 1938, and agrees to pay the said principal note at expiration of said time, and interest upon the same, at the rate of 5 per cent. per annum from August 31 1938, payable annually upon the thirty first days of August 1939 and in each year at Now, therefore, the said J.W. McKee as Trustee hereby agrees to extend the time of payment of said note for the term of one years from the 31st day of August 1938, upon condition that said B.F. Hamilton and Mabel Hamilton shall pay said principal note on August 31st 1939 and the interest thereon as it becomes due. Provided, however, and this agreement is made upon the express condition that in case they shall neglect or refuse promptly to pay the interest as aforesaid, this agreement shall thereupon become null and void, and the said note, as well as accrued and over due interest thereon, shall become due and payable at once; or if they shall neglect or refuse to pay before becoming delinquent any legal state, local, special, or general tax or assessment, levied under any law of the United States or State of Iowa, either upon the note, or property aforesaid then in that case this agreement shall be null and void, and the said note, as well as accrued and overdue interest shall become due and payable at once; and the said J.W. McKee as Trustee shall have full power and authority to proceed under and by virtue of said note and mortgage in as full and ample a manner as if this agreement had not been made. The privilege is hereby given to said to pay \$100, or any multiple thereof, upon said note at date of any interest payment prior to maturity.

IN WITNESS WHEREOF, said J.W. McKee as Trustee has signed and sealed this instrument, the 14 day of Nov. A.D. 1938.

J.W. McKee, Trustee

We hereby accept the above conditions upon which said extension is granted and agree to carry out the provisions of this agreement, and if we fail in so doing in any respect, we hereby authorize the holder of said note and mortgage to proceed according to the provisions of said mortgage, the same as if the above agreement had not been made. We also guarantee, in consideration of this extension, the payment of said note on August 31st 1939, and the interest thereon as it accrues.

B.F.H.
M.H.

B.F. Hamilton
Mabel Hamilton

STATE OF IOWA, Marion County, ss.:

On this 14th day of November A.D. 1938, before me Ray S. Glenn, a Notary Public in and for said County, personally appeared B.F. Hamilton and Mabel Hamilton to me known to be the identical persons named in and who executed the foregoing instrument, and whose names are affixed thereto and acknowledged that they executed the same as their voluntary act and deed.

NOT MADE

SEAL

Ray S. Glenn
Notary Public in and for said County.