

Jerry Pritchard & Wife et al

#737

To

Fee \$.80 ✓

Filed for record the 9 day of
February A.D. 1938 at 4:35 o'clock
P.M.
Valda C. Bishop, Recorder
Pearl E. Shetterly, Deputy

The Northwestern Mutual Life Ins. Co.

No. 91333

EXTENSION AGREEMENT

Gov. lots 2 & 5 & S $\frac{1}{2}$ Gov. lot 6 Sec. 18-77-26.

WHEREAS, on the 24th day of May, 1922, Sarah P. Pritchard and Elias Pritchard of Booneville, Iowa, executed and delivered to The Northwestern Mutual Life Insurance Company of Milwaukee, Wisconsin, a note in the sum of two thousand five hundred dollars secured by a mortgage of even date therewith upon certain real estate situated in Madison County, Iowa, filed for record in said County on June 14, 1922 and recorded in Volume 63 of Mortgages on page 438 and there remains unpaid of the principal of said note the sum of one thousand seven hundred dollars with interest from May 24, 1937, and

WHEREAS, title to the mortgaged premises is now vested in Jerry Pritchard, subject to said mortgage; and subject to a junior mortgage to G.A. Gutshall; and

WHEREAS, said Insurance Company has been requested to extend the time of payment of said note and mortgage, as hereinafter stated, which it has consented to do in consideration of the payments to be made as herein provided; and, as further consideration, the

undersigned do hereby sell, convey and grant unto said Insurance Company all of the rents issues and profits of said mortgaged premises, and the crops and productions raised or grown thereon, from date hereof until said mortgage indebtedness shall be paid in full.

NOW THEREFORE, the said Jerry Pritchard and Leta Pritchard, individually and as husband and Sarah P. Pritchard and Elias Pritchard, individually and as wife and husband, band and wife, jointly and severally agree to procure and deposit with said mortgagee policies of fire insurance to the amount of \$2000 and tornado insurance to the amount of \$2000 all in conformity with the provisions of said mortgage relating to insurance and hereby jointly and severally agree to pay the principal sum remaining unpaid as aforesaid as follows, viz.:

Four hundred dollars thereof in four annual payments of \$100 each, payable respectively on November 24, 1938, 1939, 1940 and 1941, and the remaining \$1300 thereof on November 24, 1942,

with the privilege, at any time before maturity, of making payments on principal, in sums of \$100 or multiples thereof, provided, however, that payments on principal, including required payments, if any, shall not, in any one year from November 24, 1937, or any anniversary thereof, exceed one-fifth of the principal sum herein extended; and said parties also agree to pay interest on the said sum of \$1700, or the unpaid balance thereof, from May 24, 1937 to November 24, 1937, at the rate of five and one-fourth per cent per annum, and from November 24, 1937 on the unpaid balance of said principal sum until maturity at the rate of four and one-half per cent per annum, payable semi-annually.

And the parties hereto hereby agree that said note and mortgage shall continue a first lien upon said premises, and upon the rents, issues and profits thereof, and the crops and productions raised or grown thereon, as above provided, and shall remain in force, with all their covenants and conditions, except as herein modified.

IN WITNESS WHEREOF, the said Jerry Pritchard and Leta Pritchard, individually and as husband and wife, and Sarah P. Pritchard and Elias Pritchard, individually and as wife and husband, have hereunto set their hands this twenty-eighth day of October A.D. 1937.

In presence of
C.C. Cook
W.J. McAllister

Jerry Pritchard
Leta Pritchard
Elias Pritchard
Sarah P. Pritchard

State of Iowa)
County of Dallas) ss

On this 29th day of November A.D. 1937, before me Chas. C. Cook a Notary Public in and for Dallas County, Iowa, personally appeared Jerry Pritchard and Leta Pritchard, individually and as husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(Notarial Seal)

Chas. C. Cook
Notary Public in and for Dallas County, Iowa.

STATE OF IOWA)
County of Dallas) ss.

On this 8th day of February A.D. 1938, before me Chas. C. Cook a Notary Public in and for Dallas County Iowa personally appeared Sarah P. Pritchard and Elias Pritchard, individually and as wife and husband, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Chas. C. Cook
Notary Public in and for Dallas County

NOTARIAL
SEAL