

Mortgage Record, No. 88, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

Albert W. Burger, et al

\$841

To

Fee \$ 1.30

Albert W. Burger, Gdn.

Filed for record the 17 day of
February A.D. 1938 at 1:48
o'clock P.M.
Valda C. Bishop-Farver, Recorder
Pearl E. Shetterly, Deputy

EXTENSION AGREEMENT

THIS AGREEMENT, made this 4th day of January A.D. 1938, by and between Albert W. Burger Guardian of the property of Charles M. Burger, Incompetent, party of the first part, and Roy H. Burger, Albert W. Burger and wife, Opal T. Burger, Arthur A. Burger and wife, Tena Burger, Clarence H. Burger and wife, Fay Burger, Beatrice Trindle and husband, E.H. Trindle, parties of the second part, witnesseth:

THAT, WHEREAS, the party of the first part is the owner and holder of one certain promissory note dated October 6, 1932 executed by Albertina Burger, Roy H. Burger, Albert W. Burger, Opal T. Burger, Arthur A. Burger, Tena Burger, Clarence H. Burger, Fay Burger, Beatrice Trindle and E.H. Trindle, payable to Albert W. Burger, Guardian of the property of Charles M. Burger, Incompetent, for the aggregate principal sum of \$12,375.00 and interest and maturing according to its terms on October 6, 1937, and secured by a mortgage given by the makers of said note to said party of the first part, encumbering an undivided 11/12 interest in and to the following described real estate, to-wit:

The South Half (S $\frac{1}{2}$) of Section Twenty-two (22), and the North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-seven (27), all in Township Seventy-seven (77) North, Range Twenty-seven (27), West of the 5th P.M., Madison County, Iowa.

with all appurtenances thereto belonging, which mortgage was duly recorded in the office of the County Recorder of Madison County, Iowa, in Book 83 of Real Estate Mortgages on page 423 thereof, and upon which note and mortgage there is now unpaid the principal sum, the amount of \$12,375.00, and

WHEREAS, the parties hereto are desirous of extending the time of payment of the sum of \$12,375.00 of said promissory note so secured by said mortgage, now upon the terms and conditions hereinafter mentioned.

NOW, in consideration of the premises and the mutual promises herein contained, for the sum of \$1.00, duly paid to the said parties of the first party by said parties of the second part, it is hereby mutually agreed that the time for the payment of the said sum of \$12,375.00, secured by said mortgage, be and the same is now and hereby extended for a period of five years from the 6th day of October A.D. 1937, and to the 6th day of October, A.D. 1942, the parties of the second party reserving, however, to pay as follows: \$100.00 or multiples thereof on any interest paying date, and the said parties of the second part covenant and agree to pay interest on the amount of said note and mortgage so extended and remaining unpaid at the rate of 4% per annum, payable annually, on the 6th day of October of each year until the 6th day of October, 1942, and thereafter at the rate of 7% per annum on that part of the principal sum remaining unpaid, and further covenant and agree, in consideration of the granting of this extension, to pay said principal sum at the expiration of said extended period, and the interest thereon as the same is mature as set forth, and the parties of the second part hereby assume, covenant and agree to keep and perform and comply with each and every term, condition and covenant of the note and mortgage above referred to, and for that purpose hereby expressly agree that said note and mortgage shall be deemed a part of this agreement as fully as if the same were herein set forth in full.

The party of the first part has executed this agreement upon the express understanding and condition that the said parties of the second part are now the legal owners of the premises encumbered by said mortgage, and that nothing herein contained shall invalidate

any of the security now held by the said debt nor impair any condition in said note and/ mortgage.

This Agreement shall be binding upon the parties hereto, their successors, heirs, legal representatives and assigns.

In Witness Whereof, the parties hereto have executed this agreement in duplicate the day and year first above written.

Albert W. Burger Guardian for the property of Charles M. Burger, Incompetent	Roy H. Burger Albert W. Burger Opal T. Burger Arthur A. Burger C. Tena Burger	Clarence H. Burger Fay Burger Beatrice Trindle E.H.Trindle Second Parties.
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STATE OF IOWA)
MADISON COUNTY) SS: On this 8th day of January A.D.1938, before me, the under-
signed, Shirley A. Webster, a Notary Public in and for Madison County, Iowa, personally
appeared Albert W. Burger, Guardian of the property of Charles M. Burger, Incompetent, to
me personally known to be the identical person named in the foregoing instrument, and that
they executed the foregoing instrument, and acknowledged that he executed the same as his
voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and notarial seal on the day above
written.

(Notarial Seal) Shirley A. Webster
Notary Public in and for Madison County, Iowa.

STATE OF IOWA)
DALLAS COUNTY) SS. On this 7th day of January A.D.1938, before me, the under-
signed, a Notary Public in and for Dallas County, Iowa, personally appeared Roy Burger,
Albert W. Burger, Opal T. Burger, Beatrice Trindle and E.H.Trindle, to me personally
known to be the identical persons named in the foregoing instrument, and that they exe-
cuted the foregoing instrument, and acknowledged that they executed the asme as their
voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and notarial seal on the day above
written.

(Notarial Seal) Clarence Dunn
Notary Public in and for Dallas County, Iowa.

STATE OF IOWA)
DALLAS COUNTY) SS: On this 7th day of January A.D.1938, before me, the undersigned,
a Notary Public in and for Dallas County, Iowa, personally appeared Clarence H. Burger and
Fay Burger, to me personally known to be the identical persons named in the foregoing
instrument, and that they executed the foregoing instrument, and acknowledged that they
executed the same as their voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and notarial seal on the day above
written.

(Notarial Seal) Clarence Dunn
Notary Public in and for Dallas County, Iowa.

STATE OF IOWA)
BLACKHAWK COUNTY) SS: On this 7th day of February A.D.1938, before me, the undersigned
a Notary Public in and for Blackhawk County, Iowa, personally appeared Arthur A. Burger
and Tena Burger, to me personally known to be the identical persons named in the fore-
going instrument, and that they executed the foregoing instrument, and acknowledged that
they executed the same as their voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and notarial seal on the day above
written.

J.H.B.yers
Notary Public in and for Blackhawk County, Iowa.

