

Mortgage Record, No. 90, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES 7640

By COMMISSIONER CAPTAIN JOHN C. ...
 J. G. & Dawn Johnston #6684 Filed for record the 17 day of November
 A.D. 1939 at 1:03 o'clock P.M.

To
 Fee \$.70 ✓ Pearl E. Shetterly, Recorder
 Mrs Allie Stayton

AGREEMENT FOR EXTENSION OF MORTGAGE

WHEREAS, J. G. JOHNSTON and DAWN JOHNSTON, husband and wife, did on the 13th day of July, 1929, execute and deliver to J. L. STAYTON a certain mortgage which was recorded in book 72 on page 587 on the records of Madison County, Iowa, to secure the payment of a certain note for \$1400.00 and interest; now J. G. JOHNSTON and DAWN JOHNSTON, husband and wife, the present owner of the premises described in said mortgage and ALLIE STAYTON, the present owner of said note and mortgage, do by these presents agree that the principal sum unpaid on said note is FOURTEEN HUNDRED DOLLARS, and agree that the time of payment thereof be extended.

NOW, THEREFORE, the said J. G. JOHNSTON and DAWN JOHNSTON hereby assume and agree to pay the said principal sum of FOURTEEN HUNDRED DOLLARS, remaining unpaid on the said note and mortgage as follows, to-wit: On or before November 15, 1944, (with the privilege of paying \$100.00 or more on any interest paying date), with interest from July 13, 1939 at the rate of six per cent per annum, payable semi-annually on the 13th day of January and July in each year, both principal and interest payable atThe privilege is hereby granted the obligor to pay

The said J. G. JOHNSTON and DAWN JOHNSTON do hereby covenant and warrant that said mortgage is a first lien on the land therein described and that it shall continue and remain as security

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for the payment of said principal remaining unpaid on said note and mortgage, and the interest, as hereinbefore stated from July 13, 1929 until paid; and in case of failure to comply with any one of the conditions hereof, or any of the conditions of the said note and mortgage, all the provisions of said mortgage except as modified hereby becoming a part of this instrument, then the whole debt shall at once become due and collectible at the option of the owner of said mortgage; and all the covenants and conditions of said mortgage shall remain in force except as modified by this instrument; and all sums of money not paid when due as provided in this contract shall bear interest at the rate of 7 per cent per annum, payable semi-annually.

Dated this 7th day of November, A.D. 1939.

Mrs Allie Stayton

J. G. Johnston
Dawn Johnston

STATE OF IOWA, MADISON COUNTY, ss.

BE IT REMEMBERED, That on this 7th day of November, A.D. 1939, before me H. A. Mueller a Notary Public in and for MADISON COUNTY, IOWA, personally appeared J. G. JOHNSTON and DAWN JOHNSTON, 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)

H A Mueller
Notary Public in and for Madison County, Iowa.

STATE OF ILLINOIS, COUNTY OF COOK.)ss:

BE IT REMEMBERED, that on this 9th day of November, 1939, before me, a notary public within and for Cook County, Illinois, personally appeared ALLIE STAYTON, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



Florence H. Dietrich
Notary Public in and for Cook County, Illinois.
My Commission expires March 5, 1943.