

Mortgage Record, No. 90, Madison County, Iowa

County of Madison Iss.

Charles H. Neidt and Wife

#6767

Filed for record the 23 day of November
A.D. 1939 at 10:20 o'clock A.M.To
John Hancock Mutual Life
Insurance Company

Fee \$.90 ✓

Pearl E. Shetterly, Recorder
Wilma M. Wade, DeputyEXTENSION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That We, Charles H. Neidt and Lucille Neidt, Husband and Wife, the owners of certain real estate situated in Madison County, in the State of Iowa, described in a mortgage deed, dated January 15, 1923 given by William H. Neidt and Anna M. Neidt, Husband and Wife, to E. H. Lougee, Incorporated, and assigned to John Hancock Mutual Life Insurance Company, of Boston, Massachusetts, and duly recorded in the office of the recorder of said County in Book 63 of Mortgages, Page 491, made to secure one note thereon described for the aggregate principal sum of Fourteen Thousand and No/100 (\$14,000.00) dollars, of which the sum of Fourteen Thousand and No/100 (\$14,000.00) dollars now remains unpaid, in consideration

Mortgage Record, No. 90, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES 1640

of the extension of the time of payment of said note hereby covenant and agree with the said John Hancock Mutual Life Insurance Company and its successors and assigns, that the time of payment of the principal sum remaining due upon said note is hereby extended as follows:

200.00 to be paid on the first day of April, 1941
 200.00 to be paid on the first day of April, 1942
 200.00 to be paid on the first day of April, 1943
 200.00 to be paid on the first day of April, 1944
 200.00 to be paid on the first day of April, 1945
 200.00 to be paid on the first day of April, 1946
 200.00 to be paid on the first day of April, 1947
 200.00 to be paid on the first day of April, 1948
 \$ 12,400.00 to be paid on the first day of April, 1949
 \$ to be paid on the first day of, 19..

and that we will pay the said indebtedness as evidenced by said instalments on the respective dates above specified and will pay interest on said unpaid principal, as the same shall accrue, to be computed from April 1st, 1939, at the rate of $4\frac{3}{4}$ per centum per annum, payable annually on the first days of April in each year beginning on the first day of April, 1940 next, with interest after maturity at the highest rate for which ^{it} is now lawful to contract; and that we will not require the holder of said note to receive payment of the principal sum remaining due thereon prior to said extended date.

Privilege is reserved to reduce the principal sum on any interest payment date in the amount of \$100 or any multiple thereof but not to exceed in any calendar year one-fifth of the principal sum loaned.

In further consideration of the extension of the time of payment of the indebtedness secured by said mortgage we do hereby grant and convey unto the said John Hancock Mutual Life Insurance Company all of the rents, issues, use and profits of and the crops raised on the real estate in said mortgage deed described, to-wit:

THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION THIRTY (30), in
 TOWNSHIP SEVENTY-FOUR (74) NORTH and RANGE TWENTY-SIX (26)
 WEST of the Fifth Principal Meridian, Madison County, Iowa

from now until the debt secured by said mortgage deed shall be paid in full.

And we further covenant to pay all taxes, assessments and charges of every nature and to whomever assessed and before the same shall become delinquent that may now or hereafter be levied or assessed upon the mortgaged premises, upon the rents, issues, income or profits thereof, upon said mortgage deed, upon the lien or estate thereby created, upon the debt thereby secured, upon the income of said debt and/or that may be payable by or chargeable to the owner of said debt, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes;

And we further covenant and agree that if default be made in the payment of any of said instalments of principal or interest as they severally become due or in the performance or observance of any of the covenants or agreements of said deed, or in the performance or observance of any of the covenants or agreements in this extension agreement contained, then the principal sum then remaining unpaid together with the accrued interest thereon shall bear interest at the highest rate for which it is now lawful to contract until such default is cured and in the event of any such default or if any law is hereafter passed by the State of Iowa deducting from the value of land for the purpose of taxation any lien thereon, or changing in any ways the laws now in force for the taxation of mortgages or debts and the interest thereon secured by mortgages for state or local purposes, or the manner of the collection of any such taxation so as to affect said deed, and if the legal holder of said note so elects, notice of election being expressly waived, the principal sum remaining unpaid thereon shall at once become due and payable and may be collected at once, that the said deed as originally executed shall be and remain in full force, as security for the faithful performance of the agreements and conditions therein contained, in respect to said note and the right to declare the same due for default in the payment of interest thereon, and all other matters whatsoever, except in so far as herein expressly modified. All right of dower and homestead in the said premises is hereby waived.

Mortgage Record, No. 90, Madison County, Iowa

WITNESS our hands and seals this 21st day of November, A.D. 1939.

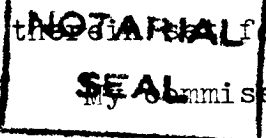
Charles. H. Neidt
Lucille Neidt

(Seal)
(Seal)
(Seal)
(Seal)

N.B. The husband or wife of each grantor should sign. If grantor is unmarried, it should be so stated.

STATE OF IOWA COUNTY OF MADISON)SS.

On this 21st day of November, A.D. 1939, before me, N. E. Hollen, a Notary Public within and for said County, duly commissioned and qualified, personally appeared the above named Charles H. Neidt and Lucille Neidt, Husband and Wife, personally known to me to be the same persons described in and who executed the foregoing instrument, and acknowledged that they signed, sealed and delivered the same as their free and voluntary act and deed for the ^{uses and} purposes thereof, including the release and waiver of the right of dower and homestead.



My commission expires July 4th, 1942.

N. E. Hollen Notary Public
in and for Madison County, State of Iowa.