

Mortgage Record, No. 90, Madison County, Iowa

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

H. M. Rausenberger and wife #1255 Notary Public in and for Madison County, Iowa
To Fee \$.80 Filed for record the 27 day of February
Equitable Life Insurance Co. Pearl E. Shetterly, Recorder
of Iowa Loan No. 20246 A.D. 1940 at 10:13 o'clock A.M.

EXTENSION OF MORTGAGE

WHEREAS, The EQUITABLE LIFE INSURANCE COMPANY OF IOWA, of Des Moines, Iowa, is the owner and holder of a certain note in the original principal sum of \$2,800.00 dated the 1st day of March, 1935, made by H. M. Rausenberger and Katherine L. Rausenberger, Husband and Wife, and payable to said Company the final maturity date of the same being the 1st day of March, 1940, said note being secured by a mortgage recorded in Book 85, on Page 545 of the Mortgage Records in the office of the Recorder of Madison County, Iowa; and

WHEREAS, There is due on said note and mortgage the principal sum of \$2,800.00 as of the 1st day of March, 1939, and said Company hereby agrees with the owners of the property described in said mortgage and all persons, partnerships and corporations who are liable for the debt aforesaid to extend the time of payment thereof as hereinafter provided.

NOW, THEREFORE, H. M. Rausenberger and Katherine L. Rausenberger, Husband and Wife, hereby agree that they are indebted to said company in the sum of \$2,800.00 and hereby agree to pay the same as follows to-wit: \$2,800.00 on March 1, 1945, with interest on all of said sums from the 1st day of March, 1940, at the rate of 4-1/4 per cent per annum, payable annually on the 1st day of March in each year, both principal and interest being payable to the EQUITABLE LIFE INSURANCE COMPANY OF IOWA, at its Office in Des Moines, Iowa.

That all sums of money not paid when due, as provided in this extension, shall bear interest at seven per cent per annum, payable semi-annually.

That all the conditions and covenants of said note and mortgage not modified by this

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extension shall remain in full force and effect.

That in case of failure to comply with any one of the conditions or covenants hereof, or of said note and mortgage, not inconsistent with this extension, the whole debt shall ~~not~~ at once become due and collectible without notice at the option of the owner of said note and mortgage.

And we hereby covenant and warrant that said mortgage is a first lien on said premises therein described, and that it shall continue and remain as security for the payment of said principal and interest remaining unpaid on said note and mortgage.

And in consideration of the extension of time for the payment of said note and mortgage, as herein provided, we consent, agree and bind ourselves to keep and perform all the conditions herein and of said note and mortgage, except as modified by this extension. Also we hereby convey unto the EQUITABLE LIFE INSURANCE COMPANY OF IOWA of Des Moines, Iowa, all the rents, issues, uses, profits and income from the real estate described in the mortgage heretofore referred to, and all crops raised thereon from the date of this instrument until the debt described herein shall be paid in full, as additional security for the payment of the mortgage debt aforesaid.

And, further, we hereby agree during the period of this extension to keep the buildings insured against loss or damage by fire in the sum of \$6,050.00 and tornado and windstorm in the sum of \$2,650.00, with loss payable to the Company and pay the premiums therefor, and deliver said policies to the Company.

The option being reserved that, by giving said Company thirty days previous notice in writing, payments of One Hundred Dollars and multiples thereof be made on the 1st day of March, 1944, and at interest dates thereafter.

Dated this 8th day of February, 1940.

H. M. Rausenberger
Katherine L. Rausenberger

STATE OF IOWA COUNTY OF MADISON)ss.

I, Ralph B. Hunter, a Notary Public in and for Madison County, State of Iowa do hereby certify that on the 24 day of February, 1940, before me personally appeared H. M. Rausenberger and Katherine L. Rausenberger, Husband and Wife, personally known to be to be the same persons whose names are subscribed to 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 therein set forth, including the release and waiver of the rights of homestead.

Given under my hand and notarial seal at Earlham Iowa the day and year last above
NOTARIAL
written
SEAL

Ralph B. Hunter
Notary Public in and for Madison County,
State of Iowa
My Commission expires on the 4 day of July, 1942