

Mortgage Record, No. 90, Madison County, Iowa

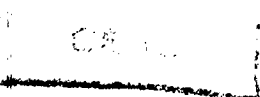
AMERICAN TRUST COMPANY

#2358

Filed for record the 15 day of April

of said corporation.

Witness my hand and Notarial Seal, the day and year last above written.


Otto A. Lage Notary Public
in and for Scott County.

L.M.Smalley

#2358

Filed for record the 15 day of
April A.D.1940 at 9:55 o'clock
A.M.

To

Fee \$.70

Grace E.Mills, et al

Pearl E. Shetterly, Recorder

EXTENSION AGREEMENT

THIS AGREEMENT made and entered into this 15th day of April 1940, by and between L.M. Smalley of the County of Madison and State of Iowa, the present owner of the premises described in the mortgage hereinafter mentioned, Party of the First Part, and Grace E.Mills and Gladys A.Steele, the present owners of said mortgage and note secured thereby, Parties of the Second Part, WITNESSETH:

WHEREAS, the said L.M.Smalley and W.L.Smalley, her husband, now deceased, did on the 14th day of April 1931, execute and deliver to Will C.Johnson and Goldie Johnson, Guardians of Grace E.Clark, now the said Grace E.Mills, and Gladys A.Clark, now the said Gladys A. Steele, a certain mortgage, which was recorded in the office of the County Recorder of Madison County, Iowa, in Mortgage Record 81, on page 262 of the records of Madison County, Iowa, to secure the payment of a certain note of the full amount of Ten Thousand (\$10,000.00) Dollars, and interest, and that the said Grace E.Clark, now the said Grace E.Mills, and Gladys A. Clark, now the said Gladys A.Steele, are the owners and holders of both said note and mortgage

NOW, THEREFORE, the said Party of the First Part does by these presents agree that the sum due thereon is Seven Thousand One Hundred Twenty & no/100 (\$7,120.00) Dollars, and that the same shall bear interest at the rate of six (6%) per cent. per annum, from the 14th day

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

of April 1940, payable semi-annually, on the 14th day of April and the 14th day of October of each year, and that the principal sum shall become due as follows, to-wit: On the 14th day of April 1942, at which time the said Party of the First Part assumes and agrees to pay and discharge the same, with all costs and expenses, as well as interest accrued, or to accrue, at the home of the Parties of the Second Part, or at any other place designated by the parties in Winterset, Iowa; and

The parties of the Second Part do by these presents consent and agree to the extension of said mortgage indebtedness as above set forth.

IT IS AGREED that the statute of limitations shall not begin to run against said mortgage or note until after the time of said extension period.

IT IS FURTHER AGREED that all the terms, conditions and stipulations contained in said note and mortgage shall continue in full force and effect, except only as modified by this Agreement.

L.M.Smailey
PARTY OF THE FIRST PART
Grace E.Mills
Gladys A.Steele
Parties of the Second Part

STATE OF IOWA: MADISON COUNTY:SS

On this 15th day of April A.D.1940, before the undersigned, a Notary Public in and for said County, personally appeared L.M.Smailey, Grace E.Mills and Gladys A.Steele, to me personally known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged said instrument and the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal by me affixed the day and year last above

NOTARIAL
written.
SEAL

Dorothy D.Longenecker
Notary Public in and for Madison County, Iowa.
Filed for record the 16 day of 4

Everett M. Husted et al

#2395

after the same becomes due and payable as above provided.