My commission expires August 20, 1011 Albert Riser, et al #5759

Fee \$ .80 /

Filed for record the 23 day of October A.D. 1940 at 10:45 o'clock A.M. Pearl E. Shetterly, Recorder Wilma M. Wade, Deputy

To
Equitable Life Insurance
Co. of Iowa
Loan No 19217

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 \$30,000.00 dated the 24th day of October, 1930, made by Albert Riser, a Single Man, and John Riser, Jr. and Mabel Riser, Husband and Wife, and payable to said Company, the final maturity date of the same being the 1st day of September, 1940, said note being secured by a mortgage recorded in Book 80, on Page 511 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 \$29,200.00 as of the lst day of September, 1940, 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, Albert Riser, a Single Man, and John Riser, Jr. and Mabel Riser, Husband and Wife, hereby agree that they are indebted to said company in the sum of \$29,200.00 and hereby agree to pay the same as follows to-wit:

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$ 300.00 on September 1, 1941 300.00 on September 1, 1942 300.00 on September 1, 1943 300.00 on September 1, 1945 300.00 on September 1, 1945 300.00 on September 1, 1946 300.00 on September 1, 1947 300.00 on September 1, 1948 300.00 on September 1, 1949 26,500.00 on September 1, 1950
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with interest on all of said sums from the 1st day of September, 1940, at the rate of 5 per cent per annum, payable semi-annually on the 1st day of March and September 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

## Mortgage Record No. 92, Madison County, Iowa

at seven per cent per annum, payable semi-annually.

That all the conditions and covenants of said note and mortgage not modified by this 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 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 \$9,800.00 and tornado and windstorm in the sum of \$3,700.00, 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 September, 1942, and at interest dates thereafter.

Dated this 15th day of October, 1940.

Albert Riser John Hiser Jr Mabel Riser

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 19 day of October, 1940, before me personally appeared Albert Riser, a Single Man, and John Riser, Jr. and Mabel Riser, Husband and Wife, personally known to me 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 written.

My commission expires on the 4 day of July, 1942

Ralph B. Hunter Notary Public in and for Madison County, State of Iowa.