

Mortgage Record No. 92, Madison County, Iowa

My commission expires, July 4-1942

in and for Madison County, Iowa

Bernard Morrissey & wife

#62

Filed for record the 3 day of January
A.D. 1941 at 10:33 o'clock A.M.

To

Fee \$.50 ✓

Pearl E. Shetterly, Recorder

W. T. Guiher

EXTENSION AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of January, 1941, between Bernard (Pat) Morrissey and Madolyn Morrissey, husband and wife, the owners of the real estate hereinafter described, PARTIES OF THE FIRST PART; and W. T. Guiher, the owner of the indebtedness secured by the mortgage recorded in Book 79 on page 173, PARTY OF THE SECOND PART, WITNESSETH: That the Parties aforesaid have agreed and do hereby agree as to the mortgage indebtedness above mentioned as follows:

THAT Eddie and Rosa Kipp executed a mortgage to the Party of the Second Part of date November 11, 1929, upon Lot Four (4), Block (2), West Addition to Winterset, Iowa, to secure the payment of Two Thousand & 00/100 (\$2,000.00) Dollars, due January 1st, 1935;

THAT said mortgagor has conveyed said mortgaged premises to Parties of the First Part; and
THAT there is now due on said mortgage the sum of Two Thousand & 00/100 (\$2,000.00) Dollars and interest thereon from and after January 1, 1941; and

- THAT the time of payment of the principal of said indebtedness/hereby extended as follows:
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| 1. \$100.00 payable July 1st, 1941. | 6. \$100.00 payable January 1st, 1944. |
| 2. \$100.00 payable January 1st, 1942. | 7. \$100.00 payable July 1st, 1944. |
| 3. \$100.00 payable July 1st, 1942. | 8. \$100.00 payable January 1st, 1945. |
| 4. \$100.00 payable January 1st, 1943. | 9. \$100.00 payable July 1st, 1945. |
| 5. \$100.00 payable July 1st, 1943. | 10. \$1100.00 payable January 1st, 1946. |

THAT the rate of interest on the unpaid principal of said indebtedness to be at the rate of Five (5%) Per Cent Per Annum from and after January 1, 1941; and payable semi-annually on July 1st, and January 1st of each year; and

THAT the makers of said mortgage and note have a right to pay any amount at any time of the unpaid principal by paying interest on the amount paid from the last interest payment to the date of payment;

THAT Parties of the First Part assume and agree to pay said mortgage indebtedness to the same extent as though they were the makers of the original instrument; and

THAT all other provisions in said note and mortgage not herein changed are expressly

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LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177618-A

kept in full force.

Bernard Morrissey
Madolyn Morrissey PARTIES OF THE FIRST PART.

W. T. Guiher PARTY OF THE SECOND PART.

Approved by Eddie Kipp
STATE OF IOWA MADISON COUNTY)SS:

On the 3rd day of January, A.D., 1941, before the undersigned, a Notary Public in and for said County, came Bernard (Pat) Morrissey and Madolyn Morrissey, husband and wife, and W. T. Guiher, each to me personally known to be the identical persons whose names are subscribed to the foregoing Extension Agreement as makers thereof and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal, the day and year last above written at Winterset, Iowa,

Daniel J. Gallery Notary Public
in and for Madison County, Iowa.

W. F. Craig Trustee

#CR

Filed for record the 4 day of *