

in and for Madison County, Iowa.
 THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES #3175 Filed for record the 4 day of October
 With Fee \$1.60 A.D. 1944 at 10:25 o'clock A.M.
 James Rogan, et al Pearl E. Shetterly, Recorder

MM THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES
 al Farm Mortgage Department
 IOWA EXTENSION AGREEMENT

AGREEMENT, made this 27th day of July, 1944, between THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation organized and existing under the Laws of the State of New York, with its principal office at 393 Seventh Avenue, New York City, New York, party of the first part, and James Rogan, single; Waldron Rogan and Eva Rogan, his wife parties of the second part, Witnesseth:

Whereas, the party of the first part is the owner and holder of the note of James Rogan, a single man; Waldron Rogan and Eva Rogan, husband and wife for \$5100.00 and interest, secured by a mortgage on the real property described as

The North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Nineteen (19), Township Seventy-six (76) North, Range Twenty-eight (28) West of the Fifth Principal Meridian

which mortgage was recorded in the office of the Recorder of the County of Madison State of Iowa on the fifth day of March 1937, in Book 86 of Mortgages on Page 597, upon which note and mortgage there is unpaid the sum of Three Thousand Five Hundred and No/100 Dollars with interest thereon;

And Whereas, the parties hereto are desirous of extending the time of payment of Three Thousand Five Hundred and no/100 Dollars upon the terms hereinafter mentioned:

NOW, in consideration of the premises and of the mutual promises herein contained, and of the sum of one dollar duly paid to the said party of the first part by the parties of the second part, it is hereby mutually covenanted and agreed that the time for the payment of the principal sum secured to be paid by the said note and mortgage, be and the

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same is hereby extended so as to become due and payable as follows: \$100.00 on the first day of March 1945 and \$100.00 on the first day of March in each year thereafter up to and including March 1, 1953, the balance ~~of~~ \$2,600.00 on the first day of March 1954; provided that the parties of the second part shall pay interest on the extended balance of said note and mortgage from March 1st, 1944, at the rate of 4 per centum per annum, annually on the first day of March in each year until said principal sum shall be fully paid. On March 1, 1945 and on any interest payment date thereafter, before maturity, the parties of the second part have the option to pay on the principal of this note the sum of One Hundred Dollars (\$100.00) or any multiple thereof, provided the principal amount so paid on any one interest payment date prior to March 1, 1954 shall not exceed the sum of Seven Hundred and No/100 Dollars (\$700.00), exclusive of any other principal sums that may then be due.

As further consideration for the extension of the time of payment of the note and mortgage as heretofore set forth and without affecting the lien of the said mortgage the said parties of the second part do hereby grant, bargain, sell and convey all the rents, issues, use and profits of said land and the crops raised thereon from this ~~th~~ date until the debt secured by said mortgage is paid in full, it being understood and agreed that this additional security is granted as an inducement for the extension of the time of payment of said note and mortgage and is in addition to the real estate heretofore conveyed;

And the parties of the second part further agree, until said debt is paid, to cause the buildings situated on the mortgaged premises to be insured and kept insured against loss by fire, tornado and windstorm, in some reliable company or companies, approved by the holder of the mortgage, in the sum of \$---, said policy or policies to provide that loss, if any, shall be payable to the holder of said mortgage, and said policy or policies to be delivered, premiums paid, to and held by the holder of said mortgage, and failure to do so shall authorize the holder of said mortgage, if it so elects to effect and maintain such insurance at the expense of the parties of the second part, and the said parties of the second part agree to repay to the holder of said mortgage any sums so advanced by such holder, with interest at seven per centum per annum, payable semi-annually, and that said mortgage shall secure the payment of any sums so advanced, further, that failure to provide such insurance shall give to the holder of said mortgage the right to declare the debt secured due and the mortgage foreclosable; and as an aid to and for the purpose of enforcing the lien of the chattel mortgage hereinabove given, in case of the foreclosure of said mortgage under any of its provisions as herein supplemented and amended, it is hereby agreed that on the filing of the petition for such foreclosure, or at any time during the pendency of such foreclosure action, a receiver shall be appointed to take possession and charge of the mortgaged premises at once, and to hold possession of the same until the entire indebtedness is fully paid and the time of redemption expires, and all rents and profits shall be applied to the debt secured, payment of taxes and assessments and maintenance of insurance as may be determined by the plaintiff in such foreclosure action, and the parties of the second part agree to comply with all terms and conditions set forth in said note and mortgage except as herein modified;

It is further agreed that if, while said note and mortgage are owned by a non-resident of the State of Iowa, any law is passed by said State imposing upon such non-resident holder, any tax upon the note or mortgage, or any liability to pay any part of the tax against the mortgaged premises, such holder, if it so elects, may declare the debt due and suable and the mortgage foreclosable without notice;

And the parties of the second part, in consideration of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES having granted this extension of time, further covenant and agree that they will pay said principal sum and interest when the same shall become due

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as above set forth and comply with the other terms and conditions of said note and mortgage:

This Agreement and extension is made upon the express condition that the parties of the second part are now the legal owners of the premises covered by said mortgage.

If said original note or mortgage contain any provisions for payment of interest at the rate of 8% per annum, all provisions for 8% shall be modified to read 7%.

Nothing herein contained shall invalidate any of the security now held for payment of the said debt or impair any condition in said note and mortgage, and that said mortgage 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 mortgage as herein provided, and the right to declare the same due for default in the payment of interest, or any installment of principal thereon, and all other matters whatsoever, except insofar as herein expressly modified.

This Agreement shall bind the parties, their successors, heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this 28th day of September, A.D. 1944.

Approved

(CORPORATE SEAL)

Attest: Witness: M.Cusack

A H Reddall

A. H. Reddall- Assistant Secretary

THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

By Glenn McHugh
Glenn McHugh- Vice President

In addition to the prepayment privilege above, the makers hereof may, at any time, pay additional sums derived exclusively from farm income.

James Rogan
Waldron Rogan
Eva Rogan

STATE OF NEW YORK COUNTY OF NEW YORK)ss.

On this 28th day of September, A.D. 1944, before me appeared Glenn McHugh to me personally known, who, being by me duly sworn, did say that he is the Vice President of The Equitable Life Assurance Society of the United States, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and he Glenn McHugh acknowledged said instrument to be the voluntary act and deed of said corporation.

(Notarial Seal)

Helen Youngberg Notary Public
Helen Youngberg Notary Public, New York
Co.No 23, Reg.No.17-Y-5
Term expires March 30, 1945.

STATE OF IOWA COUNTY OF MADISON)ss.

Be It Remembered, That on this 22nd day of August A.D. 1944, before me the undersigned, a Notary Public, in and for said county and state, came James Rogan, single; Waldron Rogan and Eva Rogan, his wife who are personally known to me to be the same persons described in and who executed the foregoing instrument and fully acknowledged the execution of the same as their voluntary act and deed.

In Testimony Whereof, I hereunto set my hand and affix my official seal on the day and year last above written.

Esther Cochran Notary Public.

Filed for record the 5 day of October