Hepburn Ingham & wife

#59

Filed for record the 9 day of January A.D. 1945 at 10:05 o'clock A.M.

Bankers Trust Company

EXTENSION AGREEMENT
No. 3118

Fee \$1.00

Pearl E. Shetterly, Recorder

WHEREAS, there remains unpaid on a certain note or notes executed by Hepburn Ingham and Frances H. Ingham, husband and wife to Bankers Trust Company which is now the owner and holder thereof, and is hereinafter designated as the party of the first part; said note or notes being secured by a mortgage on real estate in Madison County, Iowa, dated the 8th day of February, 1940, and recorded in Book 92 at Page 22 of the records in the office of the recorder of said County, the sum of Three Thousand and no/100 Dollars with interest from the first day of January, 1945; and,

WHEREAS, Hepburn Ingham who is now the owner of the real estate described in said mortgage, and Frances H. Ingham hereinafter designated as the parties of the second part, have requested the party of the first part to extend the time of payment of said indebtedness, which the party of the first part has consented to do in consideration of the payments to be made as hereinafter provided;

NOW, THEREFORE, the party of the first part hereby extends the time of payment of said indebtedness so that it shall be due and payable as hereinafter provided, and the parties of the second part hereby agree, jointly and severally, to pay the sum remaining unpaid, as aforesaid, as follows:

```
Two Hundred and no/100

Two Hundred and no/100

Dollars on the first day of January, 1946

Two Hundred and no/100

Dollars on the first day of January, 1947

Dollars on the first day of January, 1948

Two Hundred and no/100

Dollars on the first day of January, 1949

Twenty-two Hundred and no/100

Dollars on the first day of January, 1950
```

with interest from the first day of January, 1945, until said principal shall be fully paid, at the rate of Four &  $\frac{1}{2}$  (4 $\frac{1}{2}$ ) per cent per annum, payable semi-annually on the first

day of January and July in each year, and with interest after maturity as set forth in

In addition to the payments hereinbefore provided the party of the first part, or assigns, on thirty days written notice, agrees to accept payments on said principal in sums of One Hundred Dollars or even multiples thereof, at any interest paying date...

And the parties to this agreement hereby consent to the above extension and agree that said mortgage shall constitute a first lien on the real estate described therein and that said note or notes, and mortgage and all their covenants and conditions shall remain in full force except as herein modified and that the Statute of Limitations shall not begin to run against said note or notes and said mortgage before the end of said extended period.

Executed in duplicate this 30th day of December, 1944.

(CORPORATE SEAL) Bankers Trust Company Vice President By S. C. Pidgeon

Hepburn Ingham Frances H. Ingham

By F. S. Lockwood Secretary

JENKING-FERGEMANN CO., WATERLOO, IOWA 49416

State of Iowa County of Polk

On this 30th day of December A.D. 1944, before me Myrtle McBride, a Notary Public in and for the County of Polk and State of Iowa, personally appeared Hepburn Ingham and Frances H. Ingham, husband and wife to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

(Notarial Seal)

myrtle McBride Notary Public in and for Polk County Notary Public in and for Polk County, Iowa

My Commission Expires July 4, 1945

State of Iowa County of Polk )ss.

On this 5th day of January, A.D. 1945, before me, Myrtle McBride, a Notary Public in and for the County of Polk and State of Iowa, personally appeared S. C. Pidgeon and F.S. ILockwood both to me personally known, who, being by me duly sworn did severally say that they are respectively the Vice President and Secretary of Bankers Trust Company a corporation, and that the seal affixed to the within and foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed by them on behalf of said corporation by authority of its board of directors and the said S. C. Pidgeon and F. S. Lockwood acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by each of them voluntarily executed.

> myrtle McBride Notary Public in and for Polk County Notary Public in and for Polk County, Iowa My Commission Expires July 4, 1945.