Etta Trindle, et al

#745 Filed for record the 17 day of February A.D. 1948 at 11:15 o'clock A.M.

Equitable Life Insurance Co. of Ia.

Wilms M. Wade, Recorder EXTENSION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That Etta Trindle (also known as Clara E. Trindle and Ettie Trindle), a Widow; F.R. Trindle and Mable I. Trindle, Husband and Wife; E.A. Trindle and Mary Trindle, Husband and Wife, and Virginia Jean Miller and Robert G. Miller, Wife and Husband, the owners of certain real estate situated in Madison County, in the State of Iowa described in a certain mortgage, dated January 28, 1938, given by Etta Trindle (also known as Clara E. Trindle) a Widow; F.R. Trindle and Mable I. Trindle, Husband and Wife; E.H. Trindle and Beatrice Trindle, Husband and Wife; E.A. Trindle and Mary Trindle, Husband and Wife, to Equitable Life Insurance Company of Iowa, of Des Moines, Iowa, and duly recorded in the Office of the Recorder of Deeds of said County, in Book 88 of Mortgages, on Page 337, made to secure one note therein described for the aggregate principal sum of \$6,000.00, of which the sum of \$4,800.00 now remains unpaid, in consideration of the extension of the time of payment of said note hereby covenant and agree with the said Equitable Life Insurance Company of Iowa, and its successors and assigns, that the time of payment of the principal sum remaining due upon said note is hereby extended to be paid as follows:

\$120.00 on February 1, 1949, and \$120.00 on the first day of each and every February thereafter, to and including February 1, 1962, and the balance on February 1, 1963;

and that they will pay the said indebtedness as above specified, and will pay interest on the unpaid principal, as the same shall accrue, to be computed from February 1, 1948, at the rate of FOUR (4) per cent per annum, payable annually on the first day of February in each year beginning on the first day of February, 1949, with interest after maturity on the principal at the rate of seven per cent per annum, payable semi-annually; and likewise, with interest on unpaid interest after the due date thereof at the rate of seven per annum, payable semi-annually.

Mortgagors reserve the privilege of paying twenty-five per cent of the principal amount hereof during any one loan year, for the first four years, and any amount on interest dates thereafter.

That all the conditions and covenants of said note and mortgage not modified by this extension shall remain in full force and effect.

All right of dower and homestead in said premises is hereby expressly waived.

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 JENKINS-FERGEMANN CO., WATERLOO, 10WA 49416

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.

WITNESS our hands and seals this 11th day of February, A.D. 1948.

Robert G. Miller Virginia Jean Miller

Etta Trindle (SEAL)
F.R. Trindle (SEAL)
Mable I. Trindle (SEAL)
E.A. Trindle (SEAL)
Mary Trindle (SEAL)

STATE OF ICWA COUNTY OF DALLAS, ss.

I, Ralph B. Hunter, a Notary Public in and for Dallas County, State of Iowa do hereby certify that on the 13 day of February, 1948, before me personally appeared F.R. Trindle and Mable I. Trindle, Husband and Wife, and Virginia Jean Miller and Robert G. Miller, Wife and Husband, 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 Waukee, Iowa the day and year last above written.

(Notarial Seal) Ralph B. Hunter Notary Public in and for Dallas County, State of Iowa My commission expires on the 4th day of July, 1948

STATE OF IOWA COUNTY OF POLK, ss.

I, Ralph B. Hunter, a Notary Public in and for Polk County, State of Iowa do hereby certify that on the 13 day of February, 1948, before me personally appeared E.A. Trindle and Mary Trindle, 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 right of homestead.

Given under my hand and notarial seal at Des Moines, Iowa the day and year last above written.

(Notarial Seal) Ralph B. Hunter Notary Public in and for Polk County, State of Iowa My commission expires on the 4th day of July, 1948.

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 13 day of February, 1948, before me personally apperared Etta Trindle (also known as Clara E. Trindle and Ettie Trindle) a Widow,personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that she signed, sealed and delivered the same as her free and voluntary act and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Madison County-Iowa Given under my hand and notarial seal at Section (2) Jefferson Twp./the day and year last above written.

Ralph B. Hunter Notary Public in and for Madison County, State of Iowa My commission expires on the 4th day of July, 1948.

