

## Mortgage Record, No. 99, Madison County, Iowa

Frank Hill et al	#3800	Filed for record the 14 day of June
To	Fee \$ .80	A. D. 1950 at 1:15 o'clock P. M.
Stella Hoadley		Wilma M. Wade, Recorder

AGREEMENT

This agreement made this 1st day of May A. D. 1950, by and between Frank Hill and his wife Frances Hill and Howard Hill and his wife, Pearl Hill, of Madison County, Iowa hereinafter designated Mortgagors and Stella Hoadley of Madison County, Iowa hereinafter designated as Mortgagee, Witnessed:

Whereas, the Mortgagors are the devisees under the Last Will and Testament of Nellie Hill, Deceased and are now the owners of the following described real property, to-wit:

The East Half ( $E\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section Eleven (11) except Five (5) acres in the Northwest corner thereof, and the West Half of the Northeast Quarter ( $W\frac{1}{2}$   $NE\frac{1}{4}$ ) of Section Eleven (11) all in Township Seventy-seven (77), North of Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

Whereas, said Nellie Hill, now deceased, had executed her certain promissory note dated the 1st day of September, A. D. 1949, whereby she promised to pay to Stella Hoadley or order the sum of \$4500.00 together with interest at the rate of  $4\frac{1}{2}$  per cent per annum, on September 1, 1949.

Whereas, to secure said note said Nellie Hill executed to the said Stella Hoadley a certain mortgage on the hereinbefore described real property, dated the 1st day of September, A. D. 1944, recorded on the 9th day of September, A. D. 1944, in the office of the County Recorder of Madison County, Iowa in Mortgage Record Book 94 on page 628.

Whereas, said Stella Hoadley is still the holder and owner of said note and the certain mortgage securing the same, and

Whereas, said note and mortgage are now due and payable and the same have not been paid, and said Frank Hill, Frances Hill, Howard Hill and Pearl Hill, are now the owners of said mortgaged premises, and are desirous of assuming said note and extending the time of payment of said note and mortgage in the sum of \$4500.00,

NOW, THEREFORE, the said parties, mortgagors and mortgagee, hereto for themselves, their Heirs, Executors, Administrators, and Assigns do hereby mutually agree that the time for payment of said principal sum be and the same is hereby extended for the term of Five (5) years from the 1st day of September A. D. 1949 and said principal shall bear interest at the rate of  $4\frac{1}{2}$  per cent per annum from the 1st day of September A. D. 1949 payable semi-annually. It is expressly understood and agreed that said note and mortgage shall remain in full force and effect in all respects as if said principal sum had originally been payable on the 1st day of September, A. D. 1954, and that nothing herein shall affect or impair any right and power which the said mortgagee may have thereunder for the recovery of said mortgage debt with interest in case of the nonfulfillment of this agreement.

And the Mortgagors herein each for himself and herself do hereby assume and covenant that they will pay the said principal sum of \$4500.00 on the 1st day of September A. D. 1954 and the interest thereon at the times hereinbefore specified and that they will perform and observe all the covenants, agreements, stipulations and conditions on the part of the mortgagors in the said mortgage in all respects as if said principal sum had by the terms thereof been payable on September 1, 1954.

Dated this 1st day of May, A. D. 1950.

Frank Hill

Frances Hill  
Howard Hill

Pearl Hill  
Stella Hoadley

STATE OF IOWA MADISON COUNTY : SS

On this 1 day of May A. D. 1950, before me the undersigned, H. Claude Peer, a Notary Public within and for Madison County, State of Iowa, personally came Frank Hill, Frances

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MATT PARROTT & SONS CO., WATERLOO, IOWA F10983

Hill, and Stella Hoadley personally to me known to be the identical persons whose names are affixed to the above instrument as therein named and acknowledged the execution of the same to be their voluntary act and deed for the purpose therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the date last above written.  
(Notarial Seal)

H. Claude Peer Notary Public  
in and for Madison County, Iowa.

STATE OF IOWA MADISON COUNTY : SS

On this 22 day of May A. D. 1950, before me the undersigned, H. Claude Peer, a Notary Public within and for Madison County, State of Iowa, personally came Howard Hill and Pearl Hill personally to me known to be the identical persons whose names are affixed to the above instrument as therein named and acknowledged the execution of the same to be their voluntary act and deed for the purpose therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the date last above written.

H. Claude Peer Notary Public  
in and for Madison County, Iowa

Elmer E. Fisher & wife

#2812

Filed for record the 14 day of June