Mortgage Record, No. 99, Madison County, Iowa

Katie I. Sole & Hsb.
To
Equitable Life Insurance Co.
of Iowa, of Des Moines, Iowa

MAYT PARROTT & SONS DO., WATERLOO, IOWA F1093

#4295

Filed for record the 22 day of May A. D. 1951 at 8:30 o'clock A. M.

Fee \$ 1.60

Wilma M. Wade, Recorder

F-30110-Sole

EXTENSION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That Katie I. Sole and Albert Sole, Wife and Husband, the owners of certain real estate situated in Madison County, in the State of Iowa described in a certain mortgage, dated March 25, 1941, given by Katie I. Sole and Albert Sole, Wife and Husband, 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 93 of Mortgages, on Page 317, made to secure the note therein described for the aggregate principal sum of \$2,200.00, of which the sum of \$1,500.00 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:

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 March 1, 1951, at the rate of four per cent per annum, payable annually on the first day of March in each year beginning on the first day of March, 1952, 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 cent per annum, payable semi-annually.

\$1,500.00 on the First day of March, 1966

Mortgagors reserve the privilege of paying twenty-five per cent of the principal amount hereof during any one loan year.

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 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 18th day of May, A. D. 1951.

Katie I. Sole Albert Sole

(SEAL) (SEAL)

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 19 day of May, 1951, before me personally appeared Katie I. Sole and Albert Sole, 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

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therein set forth, including the release and waiver of the rights of homestead.

SEAL

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MATY PARROTT & SONE CO., WATERLOO, IOWA F10933

Given under my hand and notarial seal at Earlham Iowa 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, 1951.

Filed for record the 22 day of May

#1301