Lew Wildin & wife
To
Grace B. Bird by Gdn.

#2090

Fee $1.60

Filed for record the 1 day of May A. D. 1958 at 3:45 o'clock P. M.

Mary E. Welty, Recorder

AGREEMENT BY PURCHASER OF MORTGAGED PREMISES TO PAY MORTGAGE AND BY MORTGAGEE TO EXTEND.

This Agreement made this 28th day of March, 1958, between Lew Wildin and F. Lorraine Wildin, husband and wife, of Madison County, Iowa, and W. E. Don Carlos, Guardian of Grace B. Bird, Infirm, WITNESSETH:

1. Whereas, a mortgage dated the First day of March, 1949 and recorded in Book 100 of Real Estate Mortgages on Page 247 in the office of the County Recorder of Madison County, Iowa, was made by Alvin R. Cameron and Alta B. Cameron to secure the payment of a promissory note dated March 1, 1949, and payable to said Grace B. Bird in the sum of $6,400.00, with interest at the rate of Four percent (4%) per annum, payable Semi-annually is delinquent because of failure to pay interest and payments on principal when due, and

2. Whereas, said W. E. Don Carlos, Guardian of said Grace B. Bird, Infirm, has elected to declare said note and mortgage due and payable immediately, and

3. Whereas, said Lew Wildin has entered into a Contract to purchase the real estate described in said mortgage, to-wit:

> The Southwest Quarter (SW¼) of Section Five (5) in Township Seventy-five (75) North, Range Twenty-six (26), West of the 5th P. M., Madison County, Iowa,

from said Alvin R. Cameron and Alta B. Cameron, and said Lew Wildin and F. Lorraine Wildin wish to have the said mortgage continue with said loan.

It is therefore, Hereby stipulated and agreed by and between, the said Lew Wildin and F. Lorraine Wildin, husband and wife, Parties of the First Part and W. E. Don Carlos, Guardian of Grace B. Bird, Infirm, Party of the Second Part, as follows:

1. That there is now a balance due of $5,050.00 on the above mentioned promissory note

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which amount, with interest from April 1, 1958 at the rate of Five and one-half percent (5½%) per annum, said Lew Wildin and F. Lorraine Wildin assume and agree to pay.

2. Said indebtedness of $5,050.00 shall be due and payable $200.00 on or before March 1, 1959, $200.00 on or before March 1, 1960, and the entire balance of $4,650.00 shall be due and payable on or before March 1, 1961, together with interest at the rate of Five and one-half per cent (5½%) per annum. That said mortgage referred to hereinabove shall remain as security upon said real estate for the payment of the principal and interest due under said promissory note and said Lew Wildin and F. Lorraine Wildin, husband and wife, assume and agree to pay said mortgage according to the terms of this extension agreement.

3. This agreement is made upon the express condition that it shall not be construed as precluding said W. E. Don Carlos, Guardian of Grace B. Bird, Infirm, his successors or assigns from enforcing any and all its rights against any person liable upon said notes as maker, endorser, guarantor or otherwise, in accordance with the terms of said note and mortgage and this extension agreement.

4. Nothing in this extension agreement shall change or affect in any manner the conditions and stipulations of the notes and mortgages above described and referred to, except as herein stated.

5. Said Alvin R. Cameron and Alta B. Cameron, the original promissors in said promissory note and original mortgagors in said mortgage hereby agree and consent to the terms and conditions of the above extension agreement and agree to be bound by the terms thereof in the event of a foreclosure of said mortgage.

Dated at Winterset, Iowa, this 28th day of March, 1958.

Alvin R. Cameron
Alvin R. Cameron
Alta B. Cameron
Alta B. Cameron

Lew Wildin
Lew Wildin
F. Lorraine Wildin
- - Wildin

W. E. Don Carlos
W. E. Don Carlos, Guardian of
Grace B. Bird, Infirm.

STATE OF IOWA MADISON COUNTY ) SS:

On this 22nd day of April, 1958, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Lew Wildin and F. Lorraine Wildin, husband and wife and Alvin R. Cameron and Alta B. Cameron, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Robert W. Cain Notary Public
in and for said County.

STATE OF IOWA ADAIR COUNTY ) SS:

On this 25th day of April, 1958, before me, the undersigned Notary Public in and for said County, in said State, personally appeared W. E. Don Carlos, Guardian of Grace B. Bird, Infirm, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL SEAL

J. E. Don Carlos Notary Public
in and for said County.