Robert C. Lawson & wife
To
Prudential Insurance Co.
of America et al

#517

Fee $3.50

Filed for record the 3 day of April
A.D. 1968 at 10:45 o'clock A. M.

Mary E. Welty, Recorder

EXTENSION AND MODIFICATION AGREEMENT
(Bank Agreement Cases)

Approval No. 7 100 083

THIS AGREEMENT, entered into this 27th day of April, 1966, by and between The Prudential Insurance Company of America a corporation of the State of New Jersey, having its principal office at 763 Broad Street, Newark, New Jersey, hereinafter called "Prudential", and

# Mortgage Record, No. 110, Madison County, Iowa

MARSHALL PRINTING CO. 58372

Robert C. Lawson and Vivian M. Lawson, husband and wife residing at Dester, Iowa hereinafter called "Borrower", and Dallas County State Bank, Adel, Iowa hereinafter called "Bank", WITNESSETH:

WHEREAS, BORROWER has borrowed from Bank the sum of $32,000.00 evidenced by note or notes in that amount dated April 27th, 1966, and secured by first mortgage, also dated April 27th, 1966, covering 161.58 Acres, more or less in Madison County, Iowa. which mortgage is recorded in Book 112, Page 95 in the records of Madison County; and

WHEREAS, Prudential has agreed to purchase said mortgage loan from Bank within a period of two years from the date of the first disbursement by Bank on account of the mortgage loan, upon compliance by Bank with the terms of a contract between it and Prudential; and

WHEREAS, Bank has agreed to sell said mortgage loan to Prudential as aforestated and is desirous of signifying its assent to the Agreement between Prudential and Borrower, as contained herein;

NOW, THEREFORE, THESE PRESENTS WITNESS, that in consideration of the foregoing and in further consideration of the covenants and agreements herein contained,

A. Prudential and Borrower have agreed and do hereby agree as follows:

1. Upon purchase of said mortgage loan by Prudential and assignment of the mortgage and endorsement of the note to Prudential by Bank, Prudential and Borrower agree that thereupon the terms, provisions, conditions and covenants of the said mortgage and note shall be extended and modified as follows: Maturity of Loan to be extended from March 1st, 1969; to March 1st, 1986; and additional payments on account of principal in annual instalments of Seven Hundred and no/100 Dollars, payable on the First day of March in each year, beginning on the First day of March, 1969. All other terms, provisions, conditions and covenants as set forth in said mortgage and note are to remain in full force and effect, except as herein modified and extended.

2. Effective upon and after the date that Prudential shall purchase the said mortgage loan, Borrower agrees to pay the mortgage indebtedness on the terms set forth in paragraph 1 of this Agreement.

B. Bank joins in the execution of this instrument to signify its assent to the Agreement between Prudential and Borrower as contained herein.

This Agreement shall become effective only upon purchase of said mortgage loan by Prudential and assignment thereof to it.

The word "mortgage" as used in this Agreement shall be deemed and construed to mean mortgage, deed of trust or other security instrument, and the word "note" shall be deemed and construed to mean note or bond, as may be commonly used in the State in which the security is located. The word "Borrower" as used in this Agreement shall be deemed and construed to mean the person or persons who execute the mortgage and note, whether one or more, and also the heirs, devisees, personal representatives, successors and assigns of Borrower. The words "Prudential" and "Bank" shall be deemed and construed to include the successors and assigns of Prudential and Bank, respectively.

IN WITNESS WHEREOF, Prudential has executed this Agreement, by its officers thereunto duly authorized and has affixed it corporate seal, and Borrower has signed and sealed this Agreement the day and year first above written.

(CORPORATE SEAL)

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
By L. W. Smith
L. W. Smith, Vice President
R. H. Bittner
R. H. Bittner Assistant Secretary

Robert C. Lawson
Robert C. Lawson
Vivian M. Lawson
Vivian M. Lawson

(CORPORATE SEAL)

DALLAS COUNTY STATE BANK, Adel, Iowa
By George Merriam Senior Vice Pres.

STATE OF IOWA COUNTY OF DALLAS ) SS

On this 31st day of May, A.D. 1966, before me, Russell Horn, a Notary Public in and for said County, personally came Robert C. Lawson and Vivian M. Lawson, husband and wife, personally to me known to be the identical persons whose names are affixed to the above and foregoing instrument as mortgagors, and they acknowledged the said instrument and the execution thereof to be their voluntary act and deed, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and date last above written.

(NOTARIAL SEAL)

Russell Horn
Russell Horn Notary Public
My commission expires July 4, 1966

STATE OF MINNESOTA COUNTY OF HENNEPIN ) SS.

On this 9th day of January, A.D. 1968, before me, a Notary Public in and for Hennepin County, Minnesota, personally appeared L. W. Smith, to me personally known, who being by me duly sworn did say that he is a Vice President of The Prudential Insurance Company of America, a corporation under the laws of the State of New Jersey, and that the seal affixed to the foregoing instrument is the corporate seal of said Company, and that said instrument was signed and sealed in behalf of said Company by authority of its Board of Directors, and said L. W. Smith acknowledged said instrument to be the free and voluntary act and deed of said Company, by it voluntarily executed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the city of Minneapolis, the day and year last above written.

(NOTARIAL SEAL)

Thomas H. Haggan Notary Public
in and for Hennepin County, Minnesota
THOMAS H. HAGGAN
Notary Public, Hennepin County, Minn.
My commission expires Dec. 16, 1974.

STATE OF IOWA COUNTY OF DALLAS ) SS.

On this 17 day of Jan. A.D. 1968, before me, a Notary Public in and for Dallas County, Iowa, personally appeared George Merriam, to me personally known, who being by me duly sworn did say that he is President of Dallas County State Bank, Adel, Iowa, a corporation under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the corporate seal of said Bank, and that said instrument was signed and sealed in behalf of said Bank by authority of its Board of Directors, and said Dallas County State Bank acknowledged said instrument to be the free and voluntary act and deed of said Bank, by it voluntarily executed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in Adel, Iowa, on the day and year last above written.

Irene Daugherty Notary Public
My commission expires July 4, 1969.