COMPARED

AGREEMENT FOR EXTENSION OF MORTGAGE No. 12 Z. C. B. J.—500—10-43

FILED NO. 1443
BOOK 117 PAGE 383

1971 OCT 26 AM 11:54

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee #4.50

WHEREAS, on the 23rd day of August, 1961, Elwood J. Palmer and Elizabeth A. Palmer, husband and wife, executed to WESTERN BOHEMIAN FRATERNAL ASSOCIATION a certain note dated on that day for the sum of FIVE THOUSAND AND - - - - - - - - - - - - NO/100 DOLLARS, payable on the 1st day of September A. D., 1971, and at the same time the said Elwood J. Palmer and Elizabeth A. Palmer, husband and wife, executed to the said WESTERN BOHEMIAN FRATERNAL ASSOCIATION a mortgage bearing even date with the said note, upon real estate described in said mortgage as security for the payment of said note, which mortgage was recorded in the office of the Recorder of Madison County, Iowa, on the 6th day of September A. D., 1961 at 8:46 o'clock A. M., in Book 108 of Mortgages, on page 190 and,

WHEREAS, Elwood J. Palmer and Elizabeth A. Palmer, husband and wife, are (~~is~~) now the owners of the real estate described in said mortgage (and have (~~has~~) assumed and agreed to pay said note of FIVE THOUSAND AND - - - - - - - - NO/100 DOLLARS) and

WHEREAS, there remains unpaid on the principal of said note the sum of TWO THOUSAND FIVE HUNDRED AND - - - - - - - - NO/100 DOLLARS, and,

WHEREAS, the said Elwood J. Palmer and Elizabeth A. Palmer, have (~~has~~) agreed with the holder of said note and mortgage to extend the time of payment thereon,

NOW THEREFORE, the said Elwood J. Palmer and Elizabeth A. Palmer, husband and wife, hereby agree to pay on the 1st day of January A. D., 1981, the said principal sum of TWO THOUSAND FIVE HUNDRED AND - - - - - NO/100 DOLLARS, remaining unpaid on the said note and mortgage, payable as follows: $250.00 due January 1, 1972, $250.00 due January 1, 1973, $250.00 due January 1, 1974, $250.00 due January 1, 1975, $250.00 due January 1, 1976, $250.00 due January 1, 1977, $250.00 due January 1, 1978, $250.00 due January 1, 1979, $250.00 due January 1, 1980 and $250.00 due January 1, 1981

with interest from January 1, 1971 to September 1, 1971 at 6% interest; and from September 1, 1971 to January 1, 1972 at the rate of 8 per cent per annum payable ~~xxxxxxxxxxxxxx~~ annually on the 1st day of January, 1972 and January 1st in each year, both principal and interest payable at CEDAR RAPIDS, IOWA; and the said Elwood J. Palmer and Elizabeth A. Palmer, husband & wife, hereby covenant and warrant that said mortgage is a first lien on the land therein described and that it shall continue and remain as security for the payment of said principal remaining unpaid on said mortgage, and the interest, as herebefore stated from September 1, 1971 until paid; and in case of failure to comply with any one of the conditions hereof, or any of the conditions of the said mortgage, all the provisions of said mortgage becoming a part of this instrument, then the whole debt shall at once become due and collectible at the option of the owner of said mortgage; and all the covenants and conditions of said mortgage shall remain in force except as modified by this instrument; and all sums of money not paid when due as provided in this contract shall bear interest at the rate of nine per cent per annum, payable semi-annually.

Dated this 20th day of October A. D., 1971.

The WESTERN BOHEMIAN FRATERNAL ASSOCIATION hereby consents to and approves the above extension.

By: Charles H. Vyskocil
Charles H. Vyskocil Pres.

By: Jerry P. Drahovzal
Jerry P. Drahovzal Sec'y.

WITNESS:

Elwood J. Palmer
Elwood J. Palmer

Elizabeth A. Palmer
Elizabeth A. Palmer

WESTERN BOHEMIAN FRATERNAL ASSOCIATION NATIONAL OFFICE CEDAR RAPIDS, IOWA INCORPORATED

CERTIFICATE OF ACKNOWLEDGMENT — Individual.

STATE OF Iowa, County of Polk, ss.

On this 21st day of October A. D. 1971, before me, B. M. Baker a Notary Public in and for the County of Polk, State of Iowa personally appeared Elwood J. Palmer & Elizabeth A. Palmer husband and wife to me known to be the person s named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

B. M. Baker

B M Baker

Notary Public in and for Polk County, State of Iowa

My Commission expires 7-4-72

Notarial Seal

CERTIFICATE OF ACKNOWLEDGMENT — Corporation.

STATE OF IOWA, County of Linn, ss.

On this 20th day of October, A. D. 1971, before me, Jimmy P. Burrell a Notary Public in and for the County of Linn, State of Iowa, personally appeared Charles H. Vyskocil, President, and Jerry P. Drahovzal Secretary, of the WESTERN BOHEMIAN FRATERNAL ASSOCIATION, the Corporation which executed the above and foregoing instrument, who being by me duly sworn, each for himself, did say that they are respectively the President and Secretary of said Corporation; that the seal affixed to said instrument is the seal of said Corporation and that said instrument was by them signed and sealed on behalf of the said Corporation by authority of its board of directors, and each of them acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and each of them voluntarily executed.

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

Jimmy P. Burrell

Notary Public in and for Linn County, State of Iowa

My Commission expires July 4, 1972

Notarial Seal

1443

No. C-1351

$2,500.00

Agreement for Extension of Mortgage

FROM

Elwood J. Palmer & Elizabeth A. Palmer, husband and wife.

TO

WESTERN BOHEMIAN FRATERNAL ASSOCIATION

STATE OF IOWA } ss
Madison County }

Filed for Record this, the 8th day of October, A. D., 1971 at 11:54 o'clock A. M., and recorded in Vol. 117 on Page 383

Mary E. Kuhlke Recorder

By ..... Deputy

Fee, $ 4.50

109