

Madison County, Iowa

Book 74

New York Life Ins.Co)
to
T.E.Muselman & wife)

Filed for record the 6th day of April A.D.1921 at
11.30 o'clock A.M.

Nettie E.Winship,Recorder
Fee \$.90 # 889

THIS AGREEMENT, between T.E.Muselman and Hester J.Muselman, his wife, (the first parties hereto), and the New York Life Insurance Company, a corporation of the State of New York (the second party hereto), WITNESSETH: WHEREAS, the principal sum of Six Thousand (\$6000.00) Dollars remains unpaid upon a certain note executed by T.E.Muselman and Hester J.Muselman his wife, to Iowa Loan and Trust Co, Des Moines, Iowa, dated February, 18th. 1916 due March 1st, 1921, with interest at the rate of 5½ per centum per annum secured by a mortgage upon Real Estate situate in Madison County, State of Iowa, and of record in said County in Book 61, at Page 473, which mortgage is a valid and subsisting first lien upon said Real Estate therein described for the amount therein stated; and

WHEREAS, the first parties are now the owners of said Real Estate and the second party is the legal owner and holder of said note and mortgage and the first parties have requested an extension of time for the payment of said indebtedness so secured as herein provided;

Now Therefore, in consideration of the premises and of the mutual covenants and agreements herein set forth, the first parties, for their legal representatives and assigns, covenant and agree to perform and be governed by all of the terms and provisions of said original note and mortgage as fully and to the same effect (except as modified herein) as if the first parties had this day executed the same; and the second party, for itself, its successors and assigns, hereby agrees to extend the time of payment of said principal note and mortgage to the 1st day of March, 1926, the interest for said extended period to be at the rate of 6½ per centum per annum, evidenced by semi-annual interest notes of even date herewith duly executed by the first parties. The parties of the first part have the following privilege;

To pay \$100 or multiple thereof on any interest paying date provided however, that if such payments or payments during any one year exceed one-fifth of the amount of the original note

Mortgage Record, No. 74,

a bonus of one half of 1% per annum for the unexpired term of the loan shall be paid on such excess payment.

Said mortgagors further agree to pay all taxes and assessments that may be levied upon said premises or upon this agreement or upon the note or mortgage or the holder thereof before the same shall become delinquent. Upon the violation of the agreement or the passage by the State of any law imposing the payment of the whole or any portion of any of the taxes or assessments aforesaid upon the holder of the note or mortgage herein described, the debt secured shall at the option of said holder become immediately due and collectible.

In Witness Whereof the parties hereto have executed this agreement this 21st day of March 1921.

Attest
Frederick M. Corse
(Corporate Seal)
New York Life Insurance Company,
By Thos A. Buckner, Vice Prest.
T.E. Muselman
Hester J. Muselman

State of Iowa, County of Madison SS: On this 21st day of March, 1921, before me Sam C. Smith, a Notary Public in and for said County and State, personally appeared T.E. Muselman and Hester J. Muselman, his wife, personally 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 for the purposes therein expressed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Winter-set, Ia, the day and year last above written.

Sam C. Smith
Notary Public
My Commission expires July 4th, 1921.

1 20
72m
321-2
State of New York, County of New York SS: On this 29th day of March, A.D. 1921, before me, a Notary Public in and for the County, and State aforesaid appeared Thos A. Buckner, to me personally known, who, being by me duly sworn, did say that he is the Vice President of the New York Life Insurance Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Thos A. Buckner, as knowledge said instrument to be the voluntary act and deed of said corporation by him voluntarily executed.

My Commission expires March 30th, 1921.
R.A. Chichester
Notary Public
Notary Public, Rockland Co. Certificate filed in
New York County. No 167 Certificate filed in
Bronx County, No. 13. Reg No. 1292 N.Y. Co.
Reg No. 2132 Bronx Co.
My commission Expires March 30, 1921.

State of New York County of New York SS: No 53435 Series B.

I, William F. Schneider, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said county.

Do Hereby Certify, That said Court is a Court of Record, having by law a seal; that R.A. Chichester whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a Notary Public acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Rockland with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York this 31 day of Mch 192--

Wm F. Schneider, Clerk.