

Mortgage Record, No. 78, Madison County, Iowa

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

Madison County, Iowa

A. H. & W. R. Marshall to The Penn Mutual Life Insurance Co.) Philadelphia, Pa.	) (Extension Agreement March A.D. 1925 at 1:35 o'clock #886 )	Filed for record the 24th day of Gladys B. DeVault, Recorder. P.M. Paul Lucas, Deputy. Fee \$1.10
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1. This Agreement, Made in duplicate this 27th day of January, A.D. 1925, by and between A. H. Marshall and Mary R. Marshall husband and wife, and W. R. Marshall and Lavina G. Marshall, husband and wife, of the County of \_\_\_\_\_ and State of Iowa, parties of the first part, and THE PENN MUTUAL LIFE INSURANCE COMPANY, Philadelphia, Pa., a corporation duly organized and existing under and by virtue of the laws of the State of Pennsylvania, party of the second part;

2. Witnesseth, That whereas the said party of the second part is holder and owner of ONE promissory note for SIXTEEN THOUSAND (\$16,000.) DOLLARS # made by B. L. Marshall dated January 2, 1918, A.D. 19..., payable to the order of H. W. BINDER & COMPANY and which said note has been heretofore duly and properly assigned to the said party of the second part, and which note is secured by a mortgage on real estate in the County of MADISON and state of IOWA described as follows, to wit:

The Southwest quarter of Section No. 24; except one-half acre of land in the Northwest corner of the Southwest quarter of the Southwest quarter; and the West half of the Southeast quarter of Section No. 24; and the North Half of the Northwest quarter of Section No. 25; except one fourth acre out of the Southwest corner for right of way of railroad; and the North 2 1/2 acres of the Southeast quarter of the Northwest quarter; and the West three acres of the Northwest quarter of the Northeast quarter of Section No. 25, all in Township No. 76 Range No. 27, West 5th P.M., excepting from the above described tract a tract containing 4.13 acres more or less acquired by Madison County, Iowa. on Novr. 16, 1922 under the Federal Aid Project No. 169 for highway purposes located through the North half of Section No. 25 Twp. 76 Range No. 27.

said mortgage being filed for record in the office of the County Recorder of said Madison Co. Iowa on the 4th day of January A.D. 1918, in Book 63, on page 139, and which said mortgage was heretofore duly assigned to the said party of the second part, by proper deed of Assignment of Mortgage recorded in the said office on the 1st day of April A.D. 1918, in Book 67, on page 229.

3. And Whereas, the said parties of the first part are the owners in fee of the premises described in said mortgage;

4. And Whereas, At the special instance and request of the said parties of the first part, the said party of the second part has extended and does hereby extend the time of payment of said note so that the same shall be due and payable as follows: JANUARY FIRST, 1930. The privilege is hereby reserved to pay the entire principal or any part thereof in even hundreds at the maturity of any coupon on and after January 1, 1926

5. Now Therefore, In consideration of said extension, the said parties of the first part do hereby agree with the said party of the second part to pay interest on said note as hereby extended from the 1st day of January A.D., 1925, until said principal

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shall be fully paid at the rate of FIVE per cent. per annum, payable SEMI-annually on the 1st days of January and July in each year; at the office of H. W. Binder & Company, Council Bluffs, Iowa, or such other place as the holders of this loan may designate

6. And the said parties of the first part further agree (at the option of the party of the second part) to pay the said principal note as hereby extended, in manner and form and at the place as provided in the said original note.

7. It is hereby further agreed, That all the stipulations and provisions of the said principal note and all the covenants and conditions of the mortgage deed given to secure the same, shall remain in full force and effect, except only as expressly modified herein. IT IS AGREED, That the Statute of Limitations shall not begin to run against the said mortgage or notes until after the end of said extended period.

8. In Testimony Whereof, The said parties of the first part have hereunto affixed their signatures, and the said party of the second part has caused these presents to be executed in its corporate name by its President, and its corporate seal to be hereunto affixed the day and year first above written.

## EXECUTED IN DUPLICATE

(Corporate Seal)  
Signed, Sealed and Delivered in  
Presence of:  
Simon Gillam  
Benjamin W. McVey

A. H. Marshall (SEAL)  
Mary R. Marshall (SEAL)  
W. R. Marshall (SEAL)  
Lavina G. Marshall (SEAL)  
THE PENN MUTUAL LIFE INSURANCE COMPANY  
By Wm. A. Law, President  
Attest: Sydney A. Smith, Secretary

## PLEASE SUPPLY BELOW FORMS FOR ACKNOWLEDGEMENT

STATE OF IOWA, COUNTY OF POLK, ss: On this 27th day of January 1925, before me the undersigned a notary public within and for the County and State aforesaid personally came A. H. Marshall and Mary R. Marshall, husband and wife, and W. R. Marshall and Lavina G. Marshall, husband and wife, personally to me known to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

IN WITNESS WHEREOF I have set my hand and notarial seal this 27th day of January 1925.

A. L. Steele  
Notary Public  
My Commission expires July 4, 1927.



STATE OF PENNSYLVANIA, City and County of Philadelphia, ss: On this 11th day of March 1925 before me the subscribed a notary public within and for the said City and County personally appeared Wm. A. Law to me personally known who being by me duly affirmed did say that he is the President of The Penn Mutual Life Insurance Company a corporation of the State of Pennsylvania having its principal office in the City of Philadelphia, Pa. 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 Company by authority of its Board of Trustees and he acknowledged said instrument to be the free act and deed of said The Penn Mutual Life Insurance Company.

Benjamin W. McVey  
Notary Public  
Notary Public  
My Commission Expires March 12, 1927.

