Filed for record the 11th day of May Hargrove and Arnold A.D.,1926 at 11:45 o'clock A.M. Extension The Penn Mutual Life Insurance Gladys B. DeVault, Recorder. Fee 1.10 Paul Lucas, Deputy. Company Philadelphia, Pa. ) **#**1219 THIS AGREEMENT, Made in duplicate this 30th day of March A.D. 1926, by and between H. C. Hargrove and wife, Sylvia G., and R. A. Arnold and wife, Anna B. of the County of Madison and State of Iowa, parties of the first part, and THE PENN MUTUAL LIFE INSUR-ANCE 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; Witnesseth, That whereas the said party of the second part is holder and owner of one promissory note for SIX THOUSAND AND NO/100 DOLLARS made by Fred C. Repass and Alice M. Repass, husband and wife, dated February 25th, A.D. 1916, 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

meel estate in the County of Wadigam and state of Town described as follows to-wit:

R & CHAMBERS CG., DAVENPORT, IOW

## Mortgage Record, No. 78, Madison County, Iowa

The Southwest Quarter  $(\frac{1}{4})$  of the Southeast Quarter  $(\frac{1}{4})$  and the South Half  $(\frac{1}{2})$  of the Southeast Quarter  $(\frac{1}{4})$  of the Southwest Quarter  $(\frac{1}{4})$  of Section Thirty-five (35), in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M. and the Fractional North Half  $(\frac{1}{2})$  of the Northeast Quarter  $(\frac{1}{4})$  of Section Two (2), in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M.

said mortgage being filed for record in the office of the County Recorder of said Madison County, Iowa on the 1st day of March, A.D. 1916, in Book 63, on Page 5, 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 25th day of July A.D. 1916, in Book 64, on page 109,

- 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: March 1st, 1931. 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 March 1st, 1927.
- 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 March, A.D. 1926, until said principal shall be fully paid at the rate of five per cent, per annum, payable annually on the 1st day of March in each year; at the office of H.W.Binder & Company, Council Bluffs, Iowa, or at such other places 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.

Signed, Sealed and Delivered in presence of:
W.R.Thomas
W.F.Desenberg
I.Dayton Roletz
Benjamin W. McVey

(CORPORATE SEAL)

EXECUTED IN DUPLICATE.

H.C. Hargrove Sylvia G. Hargrove R.A. Arnold (SEAL) (SEAL) (SEAL) (SEAL)

Anna B. Arnold.
THE PENN MUTUAL LIFE INSURANCE COMPANY.

By Wm. A. Taw. President.

By Wm. A. Law, President. Attest: Sydney A. Smith, Secretary.

State of Iowa, County of Polk, ss: On this 31st day of March, 1926 before me the undersigned a notary public within and for the County and State aforesaid personally came.

H.C. Hargrove and wife Sylvia G. personally known to me 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 31st day of March,

1926.

Sadie E. Way Notary Public. My commission expires July 4, 1927. NOTARIAL SEAL

## Mortgage Record, No. 78, Madison County, Iowa

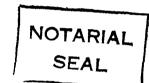
Commonwealth of Pennsylvania, City and County of Philadelphia, On this 7th day of
May 1926 before me the subscriber a notary public within and for the said City and
County personally appeared Wm. A. Law to me personally known who being duly affirmed
did say that he is the President of The Penn Mutual Life Insurance Co. a corporation
of the State of Pennsylvania having; its principal office in the City of Philadelphia
is the corporate seal of said corporation and that said instrument
Pa. and that the seal affixed to 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 if said The Penn Mutual Life Insurance Company.

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

State of Iowa, County of Warren, ss: On this 30 day of Mar. 1926 before me the undersigned a Notary Public within and for the County and state aforesaid, personally came R.A.ARNOLD and wife Anna B. personally known by me 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 30 day of March, 1926.

W.R. Thomas
Notary Public.
My commission expires July 4-1927.



4. D.