

Mortgage Record, No. 82, Madison County, Iowa

SEAL

CHARLES W. HAYS

to

Aetna Life Insurance Co.

#1229

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EXTENSION AGREEMENT

Filed for record the
16 day of April, A. D., 1928,
at 9:40 o'clock A. M.

Gladys B. Devault, Recorder,
Ercell M. Knott, Deputy.

WHEREAS, the Aetna Life Insurance Company of Hartford, Connecticut, holds a certain promissory note made by Charles W. Hays and Matie Hays for the sum of \$6000 dated March 31, 1923, payable to the order of said Aetna Life Insurance Company at its office in Hartford, Connecticut, on the first day of April, 1928, which note is secured by a mortgage of even

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date herewith, upon Real Estate situated in the County of Madison and State of Iowa, and more particularly described in said mortgage deed recorded in the Recorder's Office of said County in Book 77 Page 392 of Mortgages, to which said note and deed reference may be had; AND WHEREAS Charles W. Hays THE PRESENT OWNER OF THE MORTGAGED PREMISES has made application to extend the time of payment of the balance of said note, \$1000. having been paid thereon, for another term of 5 years from April 1st, 1928, and agrees to pay the balance of said principal note at the expiration of said time and interest upon the same at the rate of 5 per cent per annum, from April 1st, 1928, payable annually upon the first day of April in each year, at the Office of said Company in Hartford, Connecticut and does hereby represent and agree that there are no outstanding tax liens on the property covered by the mortgage securing said note, or unredeemed tax sales or tax sale certificates outstanding and unredeemed, and that at this time there are no rights outstanding under any mechanics lien affecting said mortgaged premises.

NOW THEREFORE, in consideration of the foregoing agreements, the AETNA LIFE INSURANCE COMPANY hereby agrees to extend the time of payment of the balance of said note for the term of 5 years from April 1st, 1928, upon condition that the said owner shall pay said principal note on April 1st, 1933, and the interest thereon as it becomes due. Provided however, and this agreement is made upon the express condition that in case said owner shall neglect or refuse to promptly pay the interest as aforesaid, this agreement shall thereupon become null and void and the said note as well as accrued and overdue interest thereon shall become due and payable at once; or, if he shall neglect or refuse to pay any legal state, local, special or general taxes or assessments levied under any law of the United States or of any State either upon the note or property aforesaid, or any mechanics lien, or any installment of principal or interest as the same becomes due on any mortgage subsequent to the mortgage securing said note, then in that case this agreement shall be null and void, and the said note, as well as accrued and overdue interest, shall become due and payable at once and the said Aetna Life Insurance Company shall have full power and authority to proceed under and by virtue of said note and mortgage in as full and ample a manner as if this agreement had not been made. The privilege is hereby given to the said owner to pay \$100.00 or any multiple thereof upon said note on the first day of any April prior to maturity.

IN WITNESS WHEREOF, said Aetna Life Insurance Company has by its Vice President, signed and sealed this instrument the 30th day of March, A. D., 1928.

(Corporate Seal)

AETNA LIFE INSURANCE COMPANY

By S. F. Westbrook Vice President.

Extensions Agreements must be signed and returned to Home Office within Sixty (60) days from date of same.

I hereby accept the above conditions upon which said extension is granted, and agree to carry out the provisions of this agreement, and if I fail in so doing in any respect, I hereby authorize the holder of said note and mortgage to proceed according to the provisions of said mortgage the same as if the above agreement had not been made. I also guarantee in consideration of this extension, the payment of said note on April 1st, 1933, or before, and the interest thereon as it accrues.

Charles W. Hays

Signed this 14th day of April, 1928.

STATE OF IOWA) ss:
Madison County

On this 14th day of April, A. D., 1928, before me, a Notary Public in and for said County, personally came Charles W. Hays, to me personally known to be the identical person whose name is affixed to the within Extension Agreement, and acknowledged the execution of

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BOONE BLANK BOOK CO., BOONE, IOWA 211144-228

the same to be his voluntary act and deed.

WITNESS my hand and seal the day and year last above written.

NOTARIAL
SEAL

E. E. McCall
Notary Public in and for
Madison County, Iowa.

THE HARTFORD STEAM BOILER