

Mortgage Record, No. 82, Madison County, Iowa

CHARLES A. BERRY

to

AETNA LIFE INSURANCE
COMPANY

#1371
Fee \$.80 ✓

EXTENSION AGREEMENT

Filed for record the 28 day of
April, A. D., 1928, at 10:55 o'clock
A. M.

Gladys B. DeVault, Recorder,
Ercell M. Knott, Deputy. ✓

WHEREAS, the Aetna Life Insurance Company of Hartford, Conn., holds a certain promissory note made by Charles A. Berry, and Lulu M. Berry for the sum of \$4500. dated March 31, 1923, payable to the order of said Aetna Life Insurance Company, at its office in the City of Hartford, Conn., on the first day of April, 1928, which note is secured by a mortgage of even date therewith, 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 47 Page 301 of Mortgages, to which said note and deed reference may be had; AND WHEREAS, Charles A. Berry, the present owner of the mortgaged premises has made application to extend the time of payment of the balance of said note, \$200. having been paid thereon, for another term of 5 years from April 1st, 1928, and agrees to pay \$200. April 1st annually on the principal of said note on the interest payment date in each year beginning with the year 1929, and to pay the entire principal amount due on said note at the expiration of said extension period as herein provided, 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 the City of Hartford, Conn., 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 \$200 April 1st annually on the principal of said note on each interest payment date beginning April 1st, 1929, and the entire principal of said note at the expiration of said extension period, April 1st, 1933, and all 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 installments of principal and interest aforesaid, this agreement shall thereupon become null and void, and 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 upon the 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.

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The privilege is hereby given to the said owner to pay, in addition to the installments of principal herein stipulated for, \$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 20th day of April, A. D., 1928.

(Corporate Seal)

AETNA LIFE INSURANCE COMPANY

By S. F. Westbrook Vice President.

Extension 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 the terms of this extension agreement, the payment of principal and interest on said note pursuant to the terms herein stipulated, and the entire principal of said note and the interest thereon as it accrues.

Charles A. Berry

Signed this 27th day of April, 1928.

STATE OF IOWA, Madison County) ss:

On this 28th day of April, A. D., 1928, before me, a Notary Public in and for said County, personally came Charles A. Berry to me personally known to be the identical person whose name is affixed to the within Extension of Mortgage, and acknowledged the execution of the same to be his voluntary act and deed.

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

Will H. Henry
Notary Public in and for
Madison County, Iowa.

NOTARIAL
SEAL