

Mortgage Record, No. 82, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA 211452A

George J. Carey,
To
The Penn Mutual Life
Insurance Company

#1505
Fee \$1.10 ✓

Filed for record on the 15th day of
May, A. D. 1928 at 11:05 o'clock A. M.
Gladys B. De Vault, Recorder

THIS AGREEMENT, Made in duplicate this 31st day of March, A. D. 1928, by and between George J. Carey and Maude Carey, his wife, of the County of Union and State of Iowa, party 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;

WITNESSETH, That whereas, the said party of the second part is holder and owner of one promissory note for Eighty Nine Hundred Dollars, on account of which the sum of \$1500.00 has been paid, thereby reducing the principal to \$7400.00 made by George J. Carey & Maude Carey dated April 11, 1923, 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 East 52½ rods of the Northeast Quarter of the Northwest Quarter of Section No. 27, and the East 52½ rods of the East half of the Southwest quarter and the East 52½ rods of the South 85 feet of the Southeast Quarter of the Northwest quarter and all the Northwest Quarter of the Southeast quarter of Section No. 22, Township No. 74 N. Range No. 28 West of the 5th P. M. Madison County, Iowa.

said mortgage being filed for record in the office of the County Recorder of said County on the 11 day of April, A. D. 1923, in Book 63, on page 522, and which said mortgage was

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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 10 day of July A. D. 1923, in Book 75 on page 357.

AND WHEREAS, the said party of the first part is the owner in fee of the premises described in said mortgage;

AND WHEREAS, At the special instance and request of the said party 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: \$7400.00 on April First, 1933.

The privilege is hereby reserved to pay the entire principal or any part thereof in even hundreds at any interest paying date on and after April 1, 1929.

NOW THEREFORE, In consideration of said extension, the said party 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 April, A. D. 1928, until said principal shall be fully paid at the rate of Five per cent. per annum, payable annually on the 1st days of April 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.

AND the said party 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.

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.

IN TESTIMONY WHEREOF, The said party 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 Vice President, and its corporate seal to be hereunto affixed the day and year first above written.

EXECUTED IN DUPLICATE

Signed, Sealed and Delivered in presence of:

R. L. Flower)
(As to Penn Mut.
W. A. Peffle)

(CORPORATE SEAL)

George J. Carey (Seal)

Maude Carey (Seal)

THE PENN MUTUAL LIFE INSURANCE COMPANY

By...Wm. K. Kingsley.....President

Attest....Sydney A. Smith..Secretary

State of Iowa,

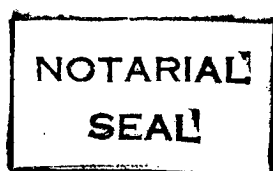
County of Madison, ss:

On this 31st day of March, 1928, before me the undersigned a notary public within and for the County and State aforesaid personally came George J. Carey and Maude Carey, husband and wife, personally to me known to be the identical persons who signed the foregoing instruments and acknowledged the execution thereof to be their voluntary act and deed.

In Witness Whereof I have set my hand and notarial seal this 31 day of March, 1928.

W. F. Craig.
Notary Public

My Commission expires July 4, 1930



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Commonwealth of Pennsylvania,

City and County of Philadelphia, ss:

On this 12 day of April 1928 before me the subscribed a notary public within and for said City and County personally appeared Wm. H. Kingsley to me personally known whobbeing by me duly affirmed did say that he is the Vice 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 The Penn Mutual Life Insurance Co.

NOTARIAL
Seal
SEAL

W. A. Peffle.
Notary Public

My Commission Expires March 2, 1931