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Mortgage Record, No. 81, Madison County, Iowa

JENKINS-FERGEMANN & CO., WATERLOO, IOWA - NO. 6031

THE CONNECTICUT MUTUAL LIFE  
INSURANCE COMPANY

to

#315  
Fee \$.90 ✓

Filed for record the 6 day of  
February, A. D., 1928, at 4:32  
o'clock P. M.

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

Clarence Smith and wife, Della  
M. Smith

EXTENSION AGREEMENT

WHEREAS, On the 14th day of February, A. D., 1923, THE CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, of Hartford, Connecticut, loaned to Clarence Smith and Della M. Smith, his wife, of Earlham, in the County of Madison, and State of Iowa, Four Thousand and no/100 (\$4,000.00) Dollars, to secure the repayment of which the said Clarence Smith and Della M. Smith, his wife, executed a note for said sum of money due and payable on the 14th day of February, A. D., 1928, at the office of The Connecticut Mutual Life Insurance Company, in the City of Hartford, and State of Connecticut, and further secured the repayment of such loan and note by a duly executed and acknowledged mortgage which is recorded in the Recorder's Office of Madison County, Iowa, in Book 45 of Mortgages page 543 and to which note and mortgage reference may be had, and upon which principal note there remains now due and unpaid the sum of Four Thousand and no/100 (\$4,000.00) Dollars.

AND WHEREAS, The said Clarence Smith and Della M. Smith, his wife, is now the legal owner of the premises described in said mortgage and has made application to the said The Connecticut Mutual Life Insurance Company to extend and postpone the time of payment of said unpaid sum for five (5) years from Feb. 14, A. D., 1928, said unpaid sum to bear interest *at the rate of five (5) per centum per annum payable annually on the 14th day of February during the term of such extended payment and until paid according to five (5) interest* (notes signed by them and have further agreed, and do hereby agree, to well and truly and promptly pay to the said The Connecticut Mutual Life Insurance Company in 5 years from February 14th, A. D., 1928, said unpaid principal sum and interest notes as they mature, and to observe, fulfil, keep and perform all and singular the other covenants and agreements on their part in said mortgage contained and agreed to be kept and performed according to the true intent and meaning thereof. The said Clarence Smith and Della M. Smith, his wife, further agree to pay, before the same shall become delinquent, all taxes and assessments of any kind that may be laid within the State of Iowa upon the premises or any part thereof, covered by said mortgage, or upon the interest of the said The Connecticut Mutual Life Insurance Company, its successors or assigns, in said premises, or upon the notes or debt secured by said mortgage.

AND WHEREAS, Della M. Smith wife of said Clarence Smith joins herein and consents to this extension;

NOW THEREFORE, The said The Connecticut Mutual Life Insurance Company, in consideration of the covenants and agreements on the part of the said Clarence Smith and Della M. Smith, his wife, hereinbefore contained, the prompt and faithful performance whereof is a condition precedent, and time being of the essence of this contract, hereby agrees to extend and postpone the time of payment of said note until the 14th day of February, A. D., 1933, subject however, to the privilege of making prepayments at any time in multiples of \$100, as is in said note provided; and in the event of neglect or refusal by the said Clarence Smith and Della M. Smith, his wife, to pay promptly during such extended term the interest payments as they severally become due, and the principal sum upon the expiration of such extended term, or to keep and perform all the covenants and agreements contained in said mortgage and in this extension agreement, then this agreement shall be null and void, and said principal note, as well as all overdue and accrued interest, or any other indebtedness owing under the provisions of this mortgage shall at once become due and payable, and the said The Connecticut Mutual 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. Nothing herein shall be construed to release or discharge

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the said Clarence Smith and Della M. Smith, his wife, from liability upon said note or mortgage, this instrument being taken as collateral and additional security thereto.

IN WITNESS WHEREOF, The said The Connecticut Mutual Life Insurance Company has by its duly authorized Treasurer signed and sealed this instrument, the 4th day of February, A. D., 1928.

(Corporate Seal)

THE CONNECTICUT MUTUAL LIFE INSURANCE COMPANY

BY Herbert H. White Its Treasurer

WE HEREBY ACCEPT the within conditions upon which said extension is granted and agree to carry out the provisions of this agreement, and if we fail in so doing in every respect, we hereby authorize the holder of said notes and mortgage to proceed according to the provisions thereof the same as if the above agreement had not been made.

Signed in presence of Clarence Smith (Seal)  
Scott Shifflett Della M. Smith (Seal)

STATE OF IOWA ) ss:  
County of Madison

BE IT REMEMBERED, that on this 29th day of December, A. D., Nineteen Hundred and Twenty-seven, before me, a Notary Public in and for Madison County, Iowa, came Clarence Smith and Della M. Smith, his wife, to me personally known to be the identical persons whose names are affixed to the above extension agreement and acknowledged the execution of the same to be their voluntary act and deed.

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

NOTARIAL  
SEAL

Scott Shifflett Notary Public.

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the 8th day