

Mortgage Record, No. 82, Madison County, Iowa

Aetna Life Insurance Co.

to

Julia Mulvihill, et al,

#2033

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Filed for record the 3 day of October
A. D. 1929 at 2:15 o'clock P. M.

Mildred E. Knott, Recorder.

EXTENSION AGREEMENT

WHEREAS, the AETNA LIFE INSURANCE COMPANY of Hartford, Connecticut, holds a certain promissory note made by James Mulvihill and Julia Mulvihill for the sum of \$24000.-- dated January 1, 1922, payable to the order of said AETNA LIFE INSURANCE COMPANY at its office in Hartford, Connecticut, on the first day of October 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 282 of Mortgages, to which said note and deed reference may be had; AND WHEREAS Julia Mulvihill, Admr., Julia Mulvihill and Jas. J. Mulvihill

THE PRESENT OWNERS OF THE MORTGAGED PREMISES have made application to extend the time of payment of the said note, nothing having been paid thereon, for another term of three years from October 1st, 1928, and agrees to pay the said principal note at the expiration of said time, and interest upon the same at the rate of five per cent per annum, from October 1st, 1928, payable annually upon the first day of October 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 said note for the term of three years from October 1st, 1928, upon condition that the said owners shall pay said principal note on October 1st, 1931, and the interest thereon as it becomes due. Provided however, and this agreement is made upon the express condition that in case said owners 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 they 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 owners to pay \$100.00 or any multiple thereof upon said note on the first day of any October prior to maturity.

IN WITNESS WHEREOF, said AETNA LIFE INSURANCE COMPANY has, by its Vice-President, signed and sealed this instrument the 8th day of July A. D. 1929.

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

AETNA LIFE INSURANCE COMPANY

By S. F. Westbrook S. F. Westbrook
Vice-President.

We hereby accept the above 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 any respect we hereby authorize the holder of said note and mortgage to proceed according to

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the provisions of said mortgage the same as if the above agreement had not been made. We also guarantee, in consideration of this extension, the payment of said note on October 1st, 1931, or before, and the interest thereon as it accrues.

Julia Mulvihill admx.

Signed this 2 day of August 1929.

Julia Mulvihill

Jas. J. Mulvihill

STATE OF IOWA

ss.
Madison County.

On this 2nd day of August A. D. 1929 before me, a Notary Public in and for said County, personally came Julia Mulvihill, Jas. J. Mulvihill, and Julia Mulvihill, Administratrix of the estate of James Mulvihill, deceased, to me personally known to be the identical persons whose names are affixed to the within Extension Agreement, and acknowledged the execution of the same to be their voluntary act and deed, and the voluntary act and deed of the said Julia Mulvihill as such administratrix.

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



Will H. Henry

Notary Public in and for Madison
County and State of Iowa.

State of Iowa, Madison County, SS:

I, C. E. Spurgin, Clerk of the District Court of Iowa, within and for Madison County, do hereby certify that the within and foregoing extension agreement executed by Julia Mulvihill, Administratrix, as therein stated, was, on the 30th day of September, A. D. 1929, presented to the Court for approval, and that the same was by said Court approved as shown by the records in my office.

Witness my hand and the seal of said Court this third day of October, A. D. 1929.

C. E. Spurgin

(SEAL OF THE DISTRICT COURT)

Clerk of the District Court of Iowa,
within and for Madison County.

By Alma H. Mease, Deputy.