

Mortgage Record, No. 82, Madison County, Iowa

Aetna Life Insurance Company

to

Silas C. Brower, et al,

#2090

Fee \$1.30 ✓

Filed for record the 10 day of October
A. D. 1929 at 4:10 o'clock P. M.

Mildred E. Knott, Recorder.

EXTENSION AGREEMENT

WHEREAS, the AETNA LIFE INSURANCE COMPANY of Hartford, Conn., holds a certain promissory note made by Charles Reimann, Cora Reimann, Emmiel Reimann and Nora Reimann for the sum of \$10000 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 77 Page 411 of Mortgages, to which said note and deed reference may be had; AND WHEREAS Alto May Keesey, Eura S. Emehiser, Carl Brower, Silas C. Brower, Alman L. Brower, Vernia O. Hollenberger, Urban C. Brower, William O. Brower, and Guy Brower

THE PRESENT OWNERS OF THE MORTGAGED PREMISES have made application to extend the time of payment of the balance of said note, \$300. having been paid thereon, for another term of five years from April 1st, 1928, and agrees to pay \$300. April 1st annually on the principal of said note on the interest payment date in each year beginning with the year 1930, 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 five 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 five years from April 1st, 1928, upon condition that the said owners shall pay \$300. April 1st annually on the principal of said note on each interest payment date beginning April 1st, 1930, 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 owners

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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 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 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. The privilege is hereby given to the said owners 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 7th day of May 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.
(CORPORATE SEAL)

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 the provisions of said mortgage the same as if the above agreement had not been made. We 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.

Signed this 15th day of May, 1929.

Alto May Keeseey
Eura S. Emehiser
Almon L. Brower
Carl Brower

Silas C. Brower
Ora Brower
Vernia O. Hollinberger
Urban C. Brower
Wm. O. Brower
Nellie Brower
Guy Brower

STATE OF IOWA

ss.

Dallas County.

On this 28th day of June A. D. 1929, before me Elbert B. King, a Notary Public in and for said County, personally came Alto May Keeseey, Eura S. Emehiser, Urban C. Brower, and Guy Brower, to me personally known to be the identical persons whose names are affixed to the within Extension of Mortgage, and acknowledged the execution of the same to be their voluntary act and deed.

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

Elbert B. King

Notary Public in and for Dallas County,
State of Iowa.

State of Kansas,

ss.

Hamilton County,

On this 6th day of July, A. D. 1929, before me, H. E. Rountree, a Notary Public in and for said County, personally appeared Silas C. Brower and Ora Brower, his wife, to me personally known to be the identical persons named in and who executed the foregoing instrument, and severally acknowledged that they executed the same as their voluntary act and deed.

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Witness my hand and official on the date last above written.

H. E. Rountree

Notary Public in and for Hamilton
County, Kansas.

My Commission expires June 23/1930

State of Montana,
SS.
Flathead County,

On this 19th day of Sep. A. D. 1929, before me, C. H. Foot a Notary Public in and for said County, personally appeared Vernia O. Hollenberger to me personally known to be the identical persons named in and who executed the foregoing instrument, and severally acknowledged that they executed the same as their voluntary act and deed.

C. H. Foot

Notary Public in and for Flathead
County Montana.

State of Iowa,
SS.
Boone County,

On this 27th day of July, A. D. 1929, before me, Nellie Fox a Notary Public in and for said County, personally appeared Wm. O. Brower and Nellie Brower, his wife, to me personally known to be the identical persons named in and who executed the foregoing instrument, and severally acknowledged that they executed the same as their voluntary act and deed.

Nellie Fox

Notary Public in and for Boone
County, Iowa.

State of Iowa, Ringgold County, ss.

On this 25th day of September, A. D. 1929, before me, D. V. Ferris a Notary Public in and for said County, personally appeared Carl Brower, to me personally known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

D. V. Ferris

Notary Public in and for Ringgold
County, State of Iowa.

STATE OF IOWA
-SS.
Dallas County

On this 9 day of October, A. D. 1929, before me, Elbert B. King, a Notary Public within and for said County and State, personally appeared Almon L. Brower, 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 Notarial Seal the day and year last above written.

NOTARIAL
SEAL

Elbert B. King

Notary Public in and for Dallas
County and State of Iowa