

Mortgage Record, No. 83, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA. 28013-30

SEAL

Notary Public in and for said County.

Jacob A. Lyon and wife,
Viola Z. Lyon.

#763

Filed for record the 25 day of March
A. D. 1931 at 9:30 o'clock A. M.

Fee \$.90 ✓

To

Mildred E. Knott Recorder

Connecticut Mutual Life
Insurance Company

EXTENSION AGREEMENT.

Whereas, On the 29th day of March, A. D. 1926, THE CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, of Hartford, Connecticut, loaned to Jacob A. Lyon and wife, Viola Z. Lyon, of Winterset, in the County of Madison and State of Iowa, FORTY-FIVE HUNDRED and no/100 (\$4,500.00) Dollars, to secure the repayment of which the said Jacob A. Lyon and wife, Viola Z. Lyon, executed a note, or ^{notes} for said sum of money due and payable as follows: April 1st, 1931, 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, or notes, by a duly executed and acknowledged mortgage which is recorded in the Recorder's Office of Madison County, Iowa, in Book 80 of Mortgages Page 77, and to which note, or notes, and mortgage reference may be had, and upon which principal note, or notes, there remains now due and unpaid the sum of FORTY-FIVE HUNDRED and no/100 Dollars, And, Whereas, The said Jacob A. Lyon 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 the time of payment of said unpaid sum for five years from April 1st, A. D. 1931 said unpaid sum to bear interest at the rate of 5½% per annum which shall be paid semi-annually on the 1st days of April and October of each year during the extended term of such payment, and has further agreed, and does hereby agree, to pay promptly to the said The Connecticut Mutual Life Insurance Company said unpaid principal sum as follows: \$100 on April 1, 1932, \$100 on April 1, 1933, \$300 on April 1, 1934, \$300 on April 1, 1935, and \$3700 on April 1, 1936, and the interest as it becomes due and 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 to deep the buildings upon the premises insured against loss by fire, lightning and windstorm for the full insurable value thereof, in companies acceptable to the mortgagee and payable in case of loss to said mortgagee, and to observe, fulfil, keep and perform all and singular the other covenants and agreements

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on their part in said mortgage contained and agreed to be kept and performed according to the true intent and meaning thereof.

And, Whereas, Viola Z. Lyon, wife of said Jacob A. Lyon, 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 Jacob A. Lyon and wife, Viola Z. Lyon, 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 the time of payment of said principal note, or notes, until the respective date or dates above specified, subject, however, to the privilege of prepaying \$100 or any multiple thereof, as in said note, or notes, provided; and in the event of neglect or refusal by the said Jacob A. Lyon and Viola Z. Lyon, his wife, to pay promptly during such extended term the interest payments as they severally become due, and the principal sum as herein before provided, or to keep and perform all the covenants and agreements contained in said mortgage and in this extension agreement, then said principal note, or notes, 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, or notes, 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 the maker of said principal note, or notes, and mortgage from liability thereon, 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 Assistant Secretary signed and sealed this instrument, the 19th day of March A. D. 1931

(CORPORATE SEAL)

THE CONNECTICUT MUTUAL LIFE INSURANCE COMPANY.

By Franklin H. Searle

Its Assistant Secretary

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 note, or 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

Jacob A. Lyon (SEAL)

Viola Z. Lyon (SEAL)

STATE OF IOWA,)
County of Madison,) SS.

Be It Remembered, that on this 25th day of February, A. D. Nineteen Hundred and Thirty-one, before me, a Notary Public in and for said County, came Jacob A. Lyon and wife, Viola Z. Lyon, 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

W. F. Craig

Notary Public in and for Madison County, Iowa.