

Mortgage Record, No. 83, Madison County, Iowa

L. A. Andrew, as Receiver
for Truro Savings Bank

#1779

Filed for record the 10 day of
August 1932 at 10:00 o'clock A. M.

Fee \$1.20

Mildred E. Knott, Recorder

to

Bankers Life Company

EXTENSION AGREEMENT

WHEREAS, A. B. Johnson, a widower did on the 6th day of June 1927, execute and deliver to Bankers Life Company a certain mortgage which was recorded in Book 81 on Page 457 of the records of Madison County, State of Iowa, to secure the payment of five certain notes, and interest thereon, described as follows, to-wit: Note for \$500.00, due June 1, 1928, \$500.00 due June 1, 1929; \$500.00 due June 1, 1930; \$500.00 due June 1, 1931; and \$6,000.00 due June 1, 1932; and

WHEREAS, the following note above mentioned still remain unpaid, viz: Note for \$6,000.00 due June 1, 1932.

Now, L. A. Andrew, as Receiver for Truro Savings Bank the present owner of the premises described in said mortgage, hereinafter called "first parties" and the Bankers Life Company, the present owner of said mortgage and said note last herein above mentioned, hereinafter called "second party," do by these presents agree that the principal sum due and unpaid on said note and mortgage is Fifty-Nine Hundred (\$5900.00) and no/100 and that the same shall bear interest at the rate of Five per cent, per annum, from June 1, 1932, payable Semi-annually, on the first days of June and December of each year, and that said unpaid principal sum shall become due as follows, to-wit: \$100.00 to be paid on principal every interest paying date beginning December 1, 1932 up to and including December 1, 1941, with the balance, \$4,000.00 maturing June 1, 1942 with interest, at the office of the Bankers Life Company, at Des Moines, Iowa.

In consideration of said extension of time of payment of said principal sum, said first parties hereby sell, convey and mortgage to said second party, all the crops now growing and at any time hereafter grown on the real estate covered by said mortgage hereinabove mentioned, from the date of this agreement until the terms of said note and mortgage, except as modified by this agreement, are complied with and fulfilled; said real estate being described as follows, to wit:

The Southeast Quarter and the East Half of the Southwest Quarter of Section Eight (8); and the West Half of the Southwest Quarter of Section Nine (9), all in Township Seventy-Four (74) North, of Range Twenty-Six (26), West of the 5th P. M., in Madison County, Iowa.

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It is agreed that if said first parties fail to keep and perform any of the agreements of said note and mortgage except as modified by this agreement, or cause or suffer default therein or thereof in any respect, the said second party, either before commencement of suit or at any time thereafter, shall be entitled to the possession of said property real and personal and to the appointment of a receiver, who shall have power to take and hold possession of all of said property, to rent the same, and to collect the rents and profits therefrom for the benefit of said second party, and such receiver shall be appointed upon the application of said second party at any time after default of said first parties in any of the provisions of said note and mortgage, except as modified by this agreement, either independently of or in connection with the commencement of foreclosure or when suit is begun or at any time thereafter, and such right shall in no event be barred, forfeited, or retarded by reason of delay or of a judgment, decree, or sale ordered in any suit, and, further, such right to have such receiver appointed upon application of said second party shall exist regardless of the solvency or insolvency of said first parties, or any of them, or of their successors or assigns, and irrespective of the value of said premises, or of the amount of waste, loss or destruction of the premises or of the rents and profits thereof. Such taking of possession by the receiver shall in no way retard collection or the institution of suit. The receiver shall be held to account only for the net profits derived from said property.

It is further agreed that all the terms, conditions and stipulations contained in said note and mortgage shall continue in full force and effect excepting only as modified by this agreement.

One hundred dollars or multiples thereof may be paid on said debt at any interest paying date

Dated this 15th day of June 1932.

It is understood that in the execution of this extension agreement, no assets of the Truro Savings Bank of Truro, Iowa, in the hands of the Receiver are in any way pledged for the payment of this loan, or the interest coupons in connection therewith, except the real estate herein described.

(CORPORATE SEAL)

L. A. Andrew
Superintendent of Banking of the State
of Iowa as Receiver of the Truro Savings
Bank of Truro, Iowa.

BANKERS LIFE COMPANY
By W. W. Jaeger, Vice-President
B. N. Mills, Secretary

STATE OF IOWA,
SS.
COUNTY OF POLK

On this 15th day of June A. D. 1932, before me, a Notary Public in and for Polk County, Iowa, personally appeared L. A. Andrew, as Receiver for Truro Savings Bank 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.

Witness my hand and Notarial Seal, by me affixed the day and year last above written.

(NOTARIAL SEAL)

Lova V. Wright, Notary Public
in and for Polk County, Iowa.

STATE OF IOWA, County of Polk, SS.

On this 30th day of July A. D. 1932, before me, a Notary Public in and for Polk County, Iowa, personally appeared W. W. Jaeger and B. N. Mills to me personally known, who being each by me duly sworn did say that they are the Vice-President and Secretary respectively of the BANKERS LIFE COMPANY, a corporation, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that said instrument was signed and sealed on behalf of the said Corporation by authority of its Board of Directors, and the said

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BOONE BLANK BOOK CO., BOONE, IOWA 23012-30

W. W. Jaeger and B. N. Mills each acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it and by each of them voluntarily executed.

**NOTARIAL
SEAL**

Dora L. Houston
Notary Public in and for Polk County,
State of Iowa.

reminded that on this 30th day of June, A. D. 1932, before me the undersigned,