

## Mortgage Record, No. 83, Madison County, Iowa

SCOTT BLANK BOOK CO., BOONE, IOWA. 23013-30

the voluntary act and deed of said corporation.

**NOTARIAL**  
**SEAL**

H. C. Fosher  
Notary Public in and for Madison County, Iowa.

Lawrence A. Nalean and  
Margaret Nalean

#2713  
Fee \$1.00

Filed for record the 17 day of December  
A. D. 1932 at 10:30 o'clock A. M.,

To

Mildred E. Knott, Recorder

Bankers Life Company

## EXTENSION AGREEMENT

WHEREAS, Lawrence A. Nalean and Margaret Nalean, husband and wife did on the 21st day of June 1922, execute and deliver to Bankers Life Company a certain mortgage which was recorded in Book 57 on Page 96 of the records of Madison County, State of Iowa, to secure the payment of the one certain note, and interest thereon, described as follows, to-wit: Note for \$40,000.00, due October 1, 1932 and

WHEREAS, the following note above mentioned still remain unpaid, viz: Note for \$40,000.00 due October 1, 1932,

Now, Lawrence A. Nalean and Margaret Nalean, husband and wife the present owners 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 Twenty-Six Thousand (\$26,000.00) and no/100 DOLLARS and that the same shall bear interest at the rate of Five per cent, per annum, from October 1, 1932, payable Semi-annually, on the first days of April and October of each year, and that said unpaid principal sum shall become due as follows, to-wit: \$26,000.00 on October 1, 1937, and the said first parties hereby assume and agree to pay the same, 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 North Fractional Half and the East Half of the Southwest Quarter (except the following described tracts of land: commencing at the Northeast corner of the Northeast Quarter of the Southwest Quarter, thence West  $13\frac{1}{2}$  rods, thence South 12 rods, thence East  $13\frac{1}{2}$  rods, thence North to place of beginning. Also commencing 12 rods south of the Northeast corner of the Northeast Quarter of the Southwest Quarter of Section Two, thence West  $13\frac{1}{3}$  rods, thence South 24 rods, thence East  $13\frac{1}{3}$  rods, thence North to place of beginning) in Section 2, Township 76, of Range 29.

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 hereafter, 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,

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BOOKS BLANK BOOK CO., BOONE, IOWA. 23018-30

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 on and after October 1, 1934

Dated this 19th day of October 1932.

Lawrence A. Nalean  
Margaret Nalean

CORPORATE SEAL)

BANKERS LIFE COMPANY  
By G. W. Fowler, Vice President  
B. N. Mills, Secretary

STATE OF IOWA ) SS.  
COUNTY OF ADAMS

On this 19th day of October A. D. 1932, before me, a Notary Public in and for Adams County, Iowa, personally appeared Lawrence A. Nalean and Margaret Nalean, husband and wife, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

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

(NOTARIAL SEAL)

Glen Van Alstine, Notary Public  
in and for Adams County, Iowa.

STATE OF IOWA, ) SS.  
COUNTY OF POLK,

On this 14th day of December A. D. 1932, before me, a Notary Public in and for Polk County, Iowa, personally appeared G. W. Fowler 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 instrument was signed and sealed on behalf of the said Corporation by authority of its Board of Directors, and the said G. W. Fowler 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.

SEAL  
NOTARIAL

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