

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

ECONE BLANK BOOK CO., BOONE, IOWA 25012-30

Harry Heimbaugh and Wife, #352 Filed for record the 14th day of February  
 To A. D. 1933, at 10:50 o'clock A. M.  
 Bankers Life Company. Fee \$1.10<sup>✓</sup> Maggie Reese Hobbs, Recorder.  
 Jessie Allgeyer, Deputy.

## EXTENSION AGREEMENT

WHEREAS, Harry Heimbaugh and Beulah Heimbaugh, husband and wife, did on the 7th day of February, 1928, execute and deliver to Bankers Life Company a certain mortgage which was recorded in Book 80 on Page 216 of the records of Madison County, State of Iowa, to secure the payment of one certain note, and interest thereon, described as follows, to-wit: Note for \$3,500.00, due March 1, 1933, of which \$1,500.00 remains unpaid, and

WHEREAS, the following note above mentioned still remain\_ unpaid, viz: Note for \$3,500.00, due March 1, 1933 of which \$1,500.00 remains unpaid.

Now, Harry Heimbaugh and Beulah Heimbaugh, 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 One Thousand Five Hundred and No/100 (\$1,500.00), Dollars and that the same shall bear interest at the rate of five per cent, per annum, from March 1, 1933, payable semi-annually, on the first days of March and September of each year, and that said unpaid principal sum shall become due as follows, to-wit: \$1,500.00 on March 1, 1938., 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 herein above 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 of the Southeast Quarter of Section Twenty-five, and the North Seventy acres of the East Half of the Northeast Quarter, and all of the Northwest Quarter of the Northeast Quarter of Section Thirty-six, in Township Seventy-five North, of Range Twenty-seven West of the 5th P. M. in Madison County, Iowa.

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 commence-

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ment 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 rights 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 27th day of December, 1932.

Harry Heimbaugh  
Beulah Heimbaugh

BANKERS LIFE COMPANY

By B. N. Mills  
Secretary  
Martin Roe  
Asst. Secy.

(CORPORATE SEAL)

STATE OF IOWA, County of Madison ss.

On this 9th day of January, A. D. 1933, before me, a Notary Public in and for Madison County, Iowa, personally appeared Harry Heimbaugh and Beulah Heimbaugh 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)

Harry F. Anderson  
Notary Public in and for Madison  
County, Iowa.

STATE OF IOWA, County of Polk, ss.

On this 10th day of February A. D. 1933, before me, a Notary Public in and for Polk County, Iowa, personally appeared B. N. Mills and Martin Roe to me personally known, who being each by me duly sworn did say that they are the Secretary and Asst. 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 B. N. Mills and Martin Roe 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.