Mortgage Record, No. 85, Madison County, Iowa

ara new that he is the Vice President of

D. M. Griswold, Receiver Bank of Earlham

#917

Fee \$1.20

Filed for record on the 20th day of February 1934 at 11:25 o'clock A. M.

To

National Life Insurance Company.

Maggie Reese Hobbs, Recorder. Jessie Allgeyer, Deputy.

EXTENSION AGREEMENT
NATIONAL LIFE INSURANCE COMPANY
Montpelier, Vermont

FIRST MORTGAGE LOAN

D. M. Griswold, Receiver, Bank of Earlham Madison County, State of Iowa party of the first part, and NATIONAL LIFE INSRUANCE COMPANY of Montpelier, Vermont, party of the second part, WITNESSETH: That whereas Merritt H. McCorkle and Lou McCorkle, husband and wife, of Madison County, State of Iowa executed and delivered their certain promissory note for the sum of Twenty Thousand and No/100 Dollars dated the 2d day of May A. D. 1918, payable to the order of H. W. Binder & Company on the 1st day of April A. D. 1928 with interest at 5½ per cent. annually, which note secured by mortgage executed by Merritt H. McCorkle and Lou McCorkle his wife, upon certain real estate in Madison County, State of Iowa dated the 2d day of May A. D. 1918, and recorded in Book 63 at page 181 in the recorder's office of said County which mortgage was extended by extension agreement dated April 18, 1928 and recorded in Book 62, Page 88 of the Mortgage Records of Madison County, Iowa, has been assigned for value to the National Life Insurance Company of Montpelier, Vermont, and is now unpaid and and unsatisfied to the amount of Fifteen Thousand Five Hundred and No/100 dollars.

AND WHEREAS D. M. Griswold, Receiver, Bank of Earlham of Madison County, State of Iowa is now the owner of the real estate covered by the said mortgage which mortgage and note secured thereby he hereby assumes and agrees to pay.

AND WHEREAS, the said D. M. Griswold, Receiver, Bank of Earlham desires to renew said note and mortgage as hereinafter stated.

NOW, THEREFORE, in consideration of the extension, by said National Life Insurance Company, the owner and holder of said note and mortgage of the time of payment of the principal sum, but subject to all the conditions and provisions in said original note and mortgage contained, the undersigned hereby agrees with said National Life Insurance Company and its successors and assigns:

1. To pay the principal sum of Fifteen Thousand Five Hundred dollars as evidenced by said note as follows

Two Hundred Fifty and No/100 \$250.00 on the 1st day of April 1934
Two Hundred Fifty and No/100 \$250.00 on the 1st day of April 1935
Two Hundred Fifty and No/100 \$250.00 on the 1st day of April 1936
Two Hundred Fifty and No/100 \$250.00 on the 1st day of April 1937
Fourteen Thousand Five Hundred Dollars \$14500.00 on the 1st day of April 1938

with interest on all sums due thereon from April 1, 1933 until maturity at the rate of 5 per cent. per annum, payable semi-annually on the first day of April and October in each year.

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- 2. That the lien of the original mortgage and the covenants and agreements therein, and in the note secured thereby, shall be and remain in full force and effect, subject to all the conditions and provisions in said original note and mortgage contained.
- 3. That in case of default in the payment of said interest when due, or in case of the breach of any of the covenants contained in said mortgage or said principal note or in this agreement, then in such case said principal and interest shall draw interest at 8 per cent per annum and the legal holder of said note may, at the option of such holder, at any time thereafter, declare said principal sum and the interest thereon at once due and payable, without notice to the undersigned, and the said mortgage may then be at once foreclosed the same as if said indebtedness had matured by express terms; or the legal holder may elect to proceed in the collection thereof at law or in equity.
- 4. That the right is granted to pay \$100 or any multiple thereof on any interest paying date on or after Aprill, 1934 provided the principal is not reduced below \$500 unless full payment is made.

This instrument shall be construed according to the laws of the State of Iowa.

IN WITNESS WHEREOF D. M. Griswold, Receiver, Bank of Earlham has hereunto set his hand and seal and the National Life Insurance Company has caused this instrument to be signed by its Vice President and a member of its Committee on Finance and its corporate seal to be hereunto affixed.

D. M. Griswold, Receiver Bank of Earlham

(CORPORATE SEAL)

In presence of
L. Kendall
As to National Life Insurance Company
D. W. Pine
As to National Life Insurance Company

NATIONAL LIFE INSURANCE COMPANY

By John M. Thomas
Vice President

C. E. Moulton Member of Committee on Finance

COUNTY OF MADISON)ss. On this 18th day of January A. D. 1934, at Earlham in said County before me Marguerite E. Parrish, a Notary Public, in and for said County, personally came D. M. Griswold, Receiver, Bank of Earlham to me personally known to be the identical person described in and whose name is affixed to the above instrument and severally acknowledged the execution of the same to be his voluntary act and deed for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal at Earlham, Iowa on the day first above written.

(NOTARIAL SEAL)

Marguerite E. Parrish Notary Public.

My commission expires July 4, 1936.

STATE OF VERMONT)
COUNTY OF WASHINGTON)ss.

On this 13th day of February A. D. 1934 before me L. Kendall, a Notary Public in and for said County personally appeared John M. Thomas Vice President, and C. E. Moulton, member of the Committee on Finance, of the National Life Insurance Company, (a corporation duly incorporated, organized and existing under and by virtue of the Laws of the State of Vermont) to me personally known to be such officer_as aforesaid, and who are personally known to be the identical persons who executed the within instrument, and who being first duly sworn acknowledged that said instrument was signed and sealed with the corporate seal of said National Life Insurance Company, in behalf of said corporation, by authority of its Board of Directors, and that the said execution was their free and voluntary act and deed, and the free and voluntary act and deed of the National Life Insurance Company, for the purpose herein expressed. That I am familiar with the seal of said National Life

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Insurance Company, and that the same was affixed in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and date last above written.

My recommission expires on the tenth day of February 1935.
SEAL

L. Kendall
Notary Public, Washington County,
Vermont.