

Mortgage Record, No. 85, Madison County, Iowa

THE TRAVELERS INSURANCE COMPANY

#773

Filed for record the 9 day of March
A. D. 1935 at 10:44 O'clock A. M.

TO

Fee \$1.00



Valda C. Bishop, Recorder

Nell Pace, et al

EXTENSION AGREEMENT

THIS AGREEMENT, made this 1st day of November, 1934, by and between Nell Pace, Widow, Individually, and as Guardian of Glen Pace, Helen Pace and Doris Pace, Minor heirs of D. M. Pace, deceased and Leo Pace, single of the town of Patterson, in the County of Madison, and State of Iowa, Parties of the First Part, and The Travelers Insurance Company, a corporation duly organized and existing under the laws of the State of Connecticut, and having its Home Office in the City of Hartford, County of Hartford, and State of Connecticut, being duly licensed to transact business in the State of Iowa, party of the Second part:

WITNESSETH:

Whereas on the 22nd day of August, 1924, a certain promissory note for Fifty-seven Hundred and no/100 (\$5700.00) Dollars, was executed and delivered by Nell Pace, Individually, Leo Pace, single, and Nell Pace, Guardian of Glen Pace, Helen Pace & Doris Pace, Minors. payable to the order of The Travelers Insurance Company on the 1st day of September, 1929, which note was secured by a First Mortgage on property situate in the _____ Of _____, in the County of Madison, State of Iowa, which Mortgage was filed for record in the Office of Recorder for the County of Madison, in the State of Iowa as Document Number, - and recorded in Book 63 of Mortgages on page 592;

And Whereas the Party of the Second Part is now the owner and holder of the said note and the mortgage given to secure said note;

And Whereas the sum of Forty-seven Hundred and no/100 (\$4700.00) Dollars remains unpaid on the principal of said note;

And Whereas the Parties of the First Part, are now seized and possessed of the said property described in said Mortgage and request an extension of time for the payment of said sum remaining unpaid on said principal of said note; and have therefore agreed, and do hereby, for themselves, heirs, executors, and administrators, in consideration of the mutual agreements and obligations herein contained, covenant and agree to pay said note in accordance with the provisions hereinafter set forth.

Now, Therefore, it is hereby mutually agreed by the parties hereto:

1. That the terms, covenants agreements and conditions of said mortgage, and the note secured thereby, are hereby ratified, continued and confirmed, and assumed by the Part of the First Part, except as specifically modified herein.

2. That the Parties of the First Part will pay, to apply on the principal of said note the sum of One Hundred and no/100 (\$100.00) Dollars on September 1st, 1937, and the further sum of One Hundred and no/100 (\$100.00) Dollars at the expiration of each and every twelve months thereafter until the date of maturity under this agreement.

3. That the Parties of the First Part will pay the balance of said note, after the payment of all of said instalments of principal, in full on September 1st, 1939.

4. That the Parties of the First Part will pay interest at the rate of Five per centum (5%) per annum, payable annually from September 1st, 1934, on the unpaid balance of the principal.

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5. That upon failure of the Parties of the First Part to pay interest or any instalment of principal when due, as specified above, or upon failure to pay, before penalty attaches, any taxes or assessments levied upon the said mortgaged premises, or upon failure to pay when due all premiums for insurance policies upon said mortgaged premises in which the Party of the Second Part is named as a party in interest, the entire balance of said note then unpaid shall become due and payable in full, at the election of the legal holder hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, as of the day and year first above written.

In presence of
M. J. Gr??? as to
L. G. Rich the travelers
Ins. Co.

Nell Pace, Individually (LS)
Nell Pace, Guardian of Glen Pace,
Helen Pace and Doris Pace, Minors. (LS)
Leo Pace (LS)

(CORPORATE SEAL)

THE TRAVELERS INSURANCE COMPANY,
By H. H. Armstrong, Vice President

STATE OF IOWA

) SS.

COUNTY OF MADISON

On this 24th day of November A. D. 1934, before me, a Notary Public in and for said County and State, personally appeared the within named Nell Pace, widow, individually and as Guardian of Glen Pace, Helen Pace and Doris Pace, minors, and Leo Pace single to me known to be the identical persons described in and who executed the within and foregoing instrument and they acknowledged to me that they executed the same as their free and voluntary act and deed.

Witness my hand and official seal the day and year last above written.

My commission expires July 4th
1936

N. E. Follen
Notary Public in and for Madison County, Iowa.

(NOTARY SEAL)

STATE OF CONNECTICUT

) SS.

COUNTY OF HARTFORD.

On this 4th day of March, 1935, before me, a Notary Public within and for said County personally appeared H. H. Armstrong to me personally known, who, being by me duly sworn did say that he is the Vice-President of THE TRAVELERS INSURANCE COMPANY the corporation named in the foregoing instrument, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of Directors and said H. H. Armstrong acknowledged said instrument to be the free act and deed of said corporation.

My commission expires January 31, 1939

F. C. Smith. Notary Public

THE TRAVELERS INSURANCE COMPANY

#765

Filed for record the 9th day of March
1935 at 8:20 o'clock A.M.