MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

Lester & Augusta Mahan

#721

Fee \$.80

Filed for record the 8 day of February A.D.1938 at 10;32 o'clock A.M.

To

Occidental Life Insurance Company

Valda C. Bishop, Recorder

EXTENSION OF MORTGAGE

State of Iowa

County of Madison) WHEREAS, The sum of Four Thousand Two Hundred and no/100 (\$4200.00) Bollars with interest from January 1, 1938, remains unpaid on a certain note executed and delivered to Peters Trust Company (Occidental Life Insurance Company being

now the legal owner and holder thereof), by Thomas M. Scott and wife, Jean M.Scott, secured by a mortgage upon the following described real estate in Madison County, State of Iowa,

East 1 of SE1 of Section 7; also, the W. 27.25 acres of the NW1 of SW1 of Frank Section 8, and a tract of land described as follows: Commencing at the S.W.Corner of the NW1 of Section 8, running thence N. 8 rods, thence E. 541 rods, thence S. 8 rods, thence W. 541 rods to the place of beginning, all in Twp.75, Range 26, W. of the 5th P.M.

said mortgage being dated December 23, 1924, and recorded in said County on January 5,1925, in Book 75 of mortgage records on Page 632.

AND WHEREAS, Title to the mortgaged premises is now vested in Lester Mahan and Augusta Mahan, subject to said mortgage, and whereas, the said Occidental Life Insurance Company has been requested to make said note and mortgage payable as hereinafter agreed, which it has consented to do in consideration of the payments to be made as hereinafter provided. NDW, THEREFORE, The said Lester Mahan and Augusta Mahan hereby agree to pay the said principal sum of Four Thousand Two Hundred and no/100 (\$4200.00) Pollars as follows:

\$4200.00 on January 1, 1941 (Option given of paying \$100.00 or any multiple thereof on principal on any interest pay day) with interest from January 1, 1938 on said principal sum remaining from time to time unpaid at the rate of five per cent (5%) per annum, payable annually. The parties to this agreement hereby consent to the aforesaid extension and agree that said mortgage shall continue a first lien upon said premises and that said note and mortgage and all their covenants and conditions shall remain in force and effect during such extended period except as herein modified; that failure to pay any part of the sum hereby renewed and extended, or any interest thereon, when the same by the terms hereof shall become due and payable, or any other breach of the mortgage contract, shall render the entire debt due without notice at the option of the legal owner and holder who shall thereupon be emtitled to all the remedies afforded by the above described note and mortgage.

IN WITNESS WHEREOF, the said Lester Mahan and Augusta Mahan have hereunto set their hands and seals this 20 day of January, 1938, and Occidental Life Insurance Company has caused this agreement to be executed by its executive Vice President and Secretary this 28 day of January 1938.

Lester Mahan

Augusta Mahan

By Dwight L. Clarke
Its Executive Vice President
By Howard J. Brace
Its Secretary.

Harry F. Anderson

(Corporate Seal)

STATE OF IOWA

Madison County) On this 20th day of January A.D.1938, before me Harry F.

Anderson a Notary Public in and for Madison County, and State of Iowa, personally appeared

Lester Mahan and Augusta Mahan, to me known to be the persons named in and who executed

the foregoing instrument and acknowledged that they executed the same as their voluntary

act and deed.

(Notarial Seal)
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES)
SS.
On this 27 day of Jan. A.D.1938, before me Minnie Mae Kerns,
a Notary Public in and for Los Angeles Gounty, California, personally appeared Dwight L.
Clarke and Howard J. Brace to me personally known, who being by me duly sworn did say
that they are respectively the Executive Vice President and Secretary of Occidental Life
Insurance Company and that the seal affixed to said instrument is the seal of said Occidental Life Insurance Company and that said instrument was signed and sealed on behalf of said
Occidental Life Insurance Company by authority of its Board of Directors, and the said
Dwight L. Clarke and Howard J. Brace acknowledged the execution of said instrument to be
the voluntary act and deed of said corporation by it voluntarily executed.

Minnie Mae Kerns

Notary Public in and for said County and State.

My commission expires Mar 18-1938.