

Mortgage Record No. 92, Madison County, Iowa

LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177618-A

State of Iowa County of Madison )ss.

executed the same as his voluntary act and deed.

Eugene Wilson Notary Public in  
and for Madison County Iowa.

Joseph Kirk and Susie B. Kirk, his wife #3220  
Fee \$1.00✓

Filed for record the 4 day of June  
A.D. 1940 at 10:55 o'clock A.M.

Pearl E. Shetterly, Recorder

To  
Central Life Assurance Society (Mutual) # 7657  
EXTENSION AGREEMENT

WHEREAS, on the 14th day of May, 1930, Central Life Assurance Society (Mutual) loaned to Joseph Kirk and Susie B. Kirk, his wife, of Lorimor in the County of Madison, in the State of Iowa, Four Thousand and no/100 (\$4,000.00) DOLLARS, to secure the repayment of which the said Joseph Kirk and Susie B. Kirk executed a note for said sum of money, due and payable on the 1st day of June A.D., 1940, and further secured the repayment of such loan and note by a mortgage duly executed and acknowledged and recorded in the Recorder's office, of Madison County, Iowa in book 82 of the mortgage record of said county on page 530 and to which note and mortgage reference may be had, and upon which principal note there is now due and unpaid the sum of Three Thousand Two Hundred and no/100 (\$3,200.00) dollars, and,

Whereas, Joseph Kirk and Susie B. Kirk, his wife, are now the legal owners of the premises described in said mortgage and have made application to the Central Life Assurance Society (Mutual), Des Moines, Iowa, the present owner and holder of said note and mortgage, to extend and postpone the time of payment of said unpaid sum from June 1, 1940 as follows: \$100.00 to be paid on each one of the following dates, namely, 6-1-41, 6-1-42, 6-1-43 and 6-1-44 and the balance to be paid on June 1, 1945, and have agreed that in the event that the said time of payment be so extended they will pay the said unpaid sum on the date above named, and have agreed and do agree that the same shall bear interest from June 1, 1940 at the rate of 4½ per cent per annum, payable annually on the 1st day of June both principal and interest to be paid at the office of the Central Life Assurance Society (Mutual), Des Moines, Iowa, with the following prepayment option: Privilege is granted to pay \$100. or any multiple thereof on the principal note herein on June 1, 1941 or on any other interest paying date thereafter by giving thirty

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days written notice, and have further agreed and do agree to truly and promptly observe, fulfill, keep and perform all and singular the other covenants and agreements in said mortgage contained according to the true intent and meaning thereof.

NOW THEREFORE, the said Central Life Assurance Society (Mutual) in consideration of the foregoing covenants and agreements on the part of said Joseph Kirk and Susie B. Kirk, the prompt and faithful performance of which is a condition precedent, hereby agrees to extend and postpone the time of payment of the said unpaid sum as above requested.

It is further expressly agreed by the parties hereto that time is the essence of this contract, and should the said Joseph Kirk and Susie B. Kirk fail to promptly pay, during the extended term, the interest and/or the principal payments as they shall severally become due or the principal sum upon the expiration of said extended term, or if they shall fail to keep and perform any or all of the covenants and agreements in said mortgage contained, then the entire unpaid sum on said principal note, together with all overdue or accrued interest or any other indebtedness owing under the provisions of the said mortgage shall at once become due and payable at option of the said Central Life Assurance Society (Mutual). And the said Central Life Assurance Society (Mutual) shall, in that event have full power and authority to proceed, under and by virtue of the said note and mortgage according to the terms and conditions therein contained.

It is further understood that nothing herein shall be construed to release or discharge the said Joseph Kirk and Susie B. Kirk from liability upon said note or mortgage, but that this contract is executed for the sole purpose of extending the time of payment thereof and is taken as collateral and additional security thereto.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal this 23rd day of May, 1940.  
 Central Life Assurance Society (Mutual)  
 By Paul Wilson Vice-President (CORPORATE SEAL)  
 STATE OF IOWA POLK COUNTY )ss  
 Joseph Kirk  
 Susie B. Kirk

On this 31st day of May 1940, before me, a Notary Public in and for said County and State, personally appeared Paul Wilson to me personally known, who being by me duly sworn did say that he is Vice President of the Central Life Assurance Society (Mutual) and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said Paul Wilson acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

Witness my hand and Notarial Seal the date last above written. My Notarial Commission Expires July 4, 1942.  
 (Notarial Seal) Pearl McGilvra Notary Public  
 in and for said County  
 County of Union State of Iowa )ss.

On this 23rd day of May A.D. 1940, before me, a Notary Public in and for said County and State, personally appeared Joseph Kirk and Susie B. Kirk, his wife, 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.

Witness my hand and Notarial seal the date last above written.

**NOTARIAL  
SEAL**

Notarial Commission expires July 4, 1942.

M. G. Bacon Notary Public in  
 and for said County  
 Filed for record the 4 day of June