

Thomas Enright et al	#1899	Filed for record the 15 day of
To	Fee \$2.00 ✓	April A.D. 1942 at 10:42 o'clock
Bankers Life Company		A.M.
Iowa		Pearl E. Shetterly, Recorder

EXTENSION AGREEMENT

WHEREAS, Mary E. Enright, a widow, did on the 20th day of February, 1926, execute and deliver to Bankers Life Company a certain mortgage which was recorded in Book 80 on Page 55 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 \$9000.00, due March 1, 1931, and extended to March 1, 1936; and

WHEREAS, the following note above mentioned still remain unpaid, viz: Note for \$9000.00 due March 1, 1931 and extended to March 1, 1936, on which \$8600.00 remains unpaid

Now, Thomas Enright, a married man, the present owner 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 Eighty-six Hundred DOLLARS and that the same shall bear interest at the rate of 4-1/2 per cent, per annum, from March 1, 1942, 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: \$200.00 on March 1, 1943, \$200.00 on March 1, 1944, \$200.00 on March 1, 1945, \$200.00 on March 1, 1946, \$200.00 on March 1, 1947, \$200.00 on March 1, 1948, \$200.00 on March 1, 1949, \$200.00 on March 1, 1950, \$200.00 on March 1, 1951, \$6800.00 on March 1, 1952, past due principal and interest to bear interest at 7% per annum; 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

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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 hereinabove 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 South Half of the Southeast Quarter of Section Fourteen (14) and the North Half of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter and the East Half of the Southeast Quarter of the Northwest Quarter and the South Half of the Northeast Quarter of the Northwest Quarter of Section Twenty-three (23), all in Township Seventy-six (76) North, of Range Twenty-six (26) 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 commencement 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 right 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.

Said first parties agree to keep all buildings on said premises continually insured against loss and damage by fire and windstorm in some responsible company or companies satisfactory to said second party, in such sums as approved by said second party, and to deliver all policies in force and all renewal receipts to said second party; and if such insurance is not so kept in force, said first parties agree that said second party may effect such insurance, and that any sums paid therefor by said second party, with interest at 7% per annum, shall become part of the debt secured by said mortgage hereinabove mentioned.

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.

Privilege is given to make payments on the principal sum of said debt in multiples of \$100.00 on any date, but the total of such payments shall not exceed an amount equal to one-fifth of said principal sum during any twelve months' period, beginning March 1, 1942, such privilege not being cumulative. The additional privilege is given, however, of paying \$100.00 or any multiple thereof on any interest date notwithstanding the foregoing limitation, provided funds for such payment are derived from the sale of property in California.

And Retta B. Enright, wife of the said Thomas Enright, hereby relinquishes all her right of dower and homestead in and to said premises and joins in the conveyance and mortgage of the crops hereinabove referred to.

It is specifically understood and agreed that Retta B. Enright is not to incur any

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personal
liability for signing this extension agreement, nor in the event of foreclosure of the mortgage referred to herein is there to be a personal judgment taken against the said Retta B. Enright, but it is understood and agreed that the sole and only purpose for her signing this agreement is to release her dower interest and any homestead right which she may have in the premises, and is not to be held liable for the said indebtedness hereby extended, or any part thereof, and the individual property of the said Retta B. Enright is not to be liable for the said indebtedness or resorted to in any manner for that purpose, except the crops referred to in this extension agreement. It is further agreed and understood that the undersigned, Richard Davitt, as Executor of the estate of Mary E. Enright, deceased, shall not be held liable for the said indebtedness hereby extended, or any part thereof, either individually or as such Executor.

Dated this 24th day of January, 1942.

Thomas Enright
Retta B. Enright
Richard Davitt

As Executor of the Estate of Mary E. Enright,
deceased

BANKERS LIFE COMPANY

By G W Fowler
B N Mills

Vice President
Secretary

(CORPORATE SEAL)

STATE OF IOWA, County of Madison ss.

On this 21st day of February A.D. 1942, before me, a Notary Public in and for Madison County, Iowa, personally appeared Richard Davitt, as Executor of the Estate of Mary E. Enright, deceased, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed, as such Executor.

Witness my hand and Notarial Seal, by me affixed the day and year last above written.

(Notarial Seal)

Phil R Wilkinson Notary Public
in and for Madison County, Iowa.

STATE OF IOWA, County of Madison ss.

On this 28 day of February A.D. 1942, before me, a Notary Public in and for Madison County, Iowa, personally appeared Thomas Enright, a married man, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Witness my hand and Notarial Seal, by me affixed the day and year last above written.

(Notarial Seal)

H. C. Fosher Notary Public
in and for Madison County, Iowa.

STATE OF IOWA, County of Madison ss.

On this 28 day of February A.D. 1942, before me, a Notary Public in and for Madison County, Iowa, personally appeared Retta B. Enright, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Witness my hand and Notarial Seal, by me affixed the day and year last above written.

(Notarial Seal)

H. C. Fosher Notary Public
in and for Madison County, Iowa.

STATE OF IOWA, County of Polk, ss.

On this 3rd day of April A.D. 1942, before me a Notary Public in and for Polk County, Iowa, personally appeared G. W. Fowler and B. N. Mills to me personally known, who being each by me duly sworn did say that they are the Vice-President and 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 G. W. Fowler and B. N. Mills 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

Helen E Dunlap Notary Public
in and for Polk County, State of Iowa.

Helen E. Dunlap Notary Public in and for Polk County,
Iowa, My Commission Expires July 4, 1942

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