

For Release of Annexed Mortgage See  
Mortgage Record 96 Page 491

My Commission Expires August 27, 1944.

Danner S. Love & wife

#3211

Filed for record the 10 day of September  
A.D. 1943 at 1:30 o'clock P.M.

To  
The Union Central Life  
Insurance Company

Fee \$1.30 ✓

Pearl E. Shetterly, Recorder  
Wilma M. Wade, Deputy

AGREEMENT FOR EXTENSION

WHEREAS, The Union Central Life Insurance Company of Cincinnati, Ohio, is the present holder of a note or bond dated the 13th day of November, 1933, in the amount of \$7,225.00 executed by Kathrine K. Melvin and James Dewey Melvin secured by a mortgage dated the 13th day of November, 1933, recorded in Book 85, Page 93, of the mortgage Records of Madison County, State of Iowa, and encumbering the following described real property situated in the County of Madison, State of Iowa, to-wit:

The Southeast Quarter of the Southwest Quarter and the West Half of the Southwest Quarter of the Southeast Quarter of Section Nineteen (19), and the East Half of the Northwest Quarter; the Northwest Quarter of the Northeast Quarter, and the Northeast Quarter of the Southwest Quarter of Section Thirty (30), all in Township Seventy-four (74) North, Range Twenty-Seven (27), West of the 5th P.M. containing 220 acres more or less.

WHEREAS, there remains unpaid on said indebtedness the sum of \$6,000.00 as of the 1st day of July, 1943, which sum represents the entire amount due upon said indebtedness however heretofore extended or rearranged.

AND WHEREAS, the present owners of said real property Danner S. Love and Edna M. Love, his wife, and the other signatories, if any, hereinafter appearing, hereby request an extension of the payment of the said sum from the said date, with interest thereon at the rate of five per centum per annum payable semi-annually on each January 1st and July 1st beginning January 1, 1944 the principal and interest of said debt to become due and payable as follows: \$200.00 principal annually on each July 1st beginning July 1st, 1944 to and including July 1, 1947, and the balance principal plus interest on

Winteret Madisonian, B-1912

July

1, 1948. with the following prepayment privilege: The right is reserved to prepay any amount at any time and stop interest on the principal so paid, provided all prior installments have been paid; however, such prepayments shall not relieve from continuing consecutive payments in amounts as provided, but shall operate to discharge and extinguish the debt at an earlier date.

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable considerations, and the conditions herein contained, said The Union Central Life Insurance Company does hereby grant the above requested extension/rearrangement, and the parties hereto further agree:

1. The principal of said debt and interest thereon not paid when due shall carry interest at the rate of seven per centum per annum thereafter until paid.

2. Failure to pay any of said indebtedness as herein provided, when due, or the failure to comply with any of the terms or agreements hereof, or the terms or agreements of the evidence of indebtedness and the security instrument first herein described, shall cause the whole debt secured by said instrument to become due and collectible, at the option of the owner hereof, without notice.

3. The indebtedness and the instrument securing the debt, to remain unimpaired and in full force, and the owners of the property, and additional signers, acknowledge the validity of the entire indebtedness in said instrument described, or thereby secured, and promise to pay the same according to the terms thereof except as hereby modified.

4. The owners of the property described in said security instrument covenant that they will keep and maintain the said premises, all buildings, fences, fixtures and appliances now or hereafter erected or placed thereon, whether or not specifically enumerated herein, in good condition and repair, and further agree that they will not commit or permit waste, or the cutting of any trees or the development on said land for oil or minerals and that they will not sell, mortgage, sever or remove any fixtures or appliances or take or permit any action that may in any way weaken or impair the security without procuring the written consent of The Union Central Life Insurance Company.

5. In the event of foreclosure of such mortgage, the Mortgagee or its assigns shall be entitled to have a receiver appointed to take possession of said real estate and all crops growing or stored thereon pending foreclosure and during the year of redemption and the net profits shall be applied to the payment of said indebtedness after deducting receivership costs.

6. As a further consideration of the granting of this extension/rearrangement agreement and to further secure the payments of the indebtedness covered by said real estate mortgage, we do hereby sell and convey to the said The Union Central Life Insurance Company of Cincinnati, Ohio, all of the rents, issues, uses, profits and income from the premises covered by said mortgage and the crops raised thereon from the date of this instrument for the farming season of 1944, 1945, 1946, 1947, 1948.

7. It is understood and agreed that this instrument may also be treated as a chattel mortgage but is given as collateral security only and is not accepted in payment of any of the indebtedness above described.

8. All buildings shall be kept insured for their insurable value in favor of The Union Central Life Insurance Company and failure to so do shall authorize said Company to secure such insurance and to charge the premium thereof under the security instrument.

IN WITNESS WHEREOF, this instrument is executed this 3rd day of September, 1943.

Signed, Sealed, Acknowledged and  
Delivered in presence of:

Danner S Love (SEAL)  
(Danner S. Love)  
Edna M Love (SEAL)  
(Edna M. Love)

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Witnessed:

L. Miller 2nd  
 L. Miller (CORPORATE SEAL)  
 R. W. Klimper  
 R. W. Klimper

THE UNION CENTRAL LIFE INSURANCE COMPANY

By H. L. Hodell  
 H. L. Hodell Vice-President  
 By C. H. Dunkhorst  
 C. H. Dunkhorst Assistant Treasurer

STATE OF IOWA COUNTY OF MADISON )ss.

On this 3rd day of September A.D. 1943, before me, Alf.D. Danforth, a notary public in and for Madison County, State of Iowa, personally appeared Danner S. Love and Edna M. Love, to me personally known to be the identical 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, by me affixed the day and year last above written.

(Notarial Seal)

Alf. D. Danforth  
 Notary Public in and for Madison County, State of Iowa.

STATE OF OHIO COUNTY OF HAMILTON )SS.

On this 8th day of September, 1943, before me a notary public in and for said county and state, personally appeared H. L. Hodell and C. H. Dunkhorst, to me personally known, who being by me duly sworn, did say that they are the Vice-President and Assistant Treasurer, respectively of THE UNION CENTRAL LIFE INSURANCE COMPANY, a Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and the instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said H. L. Hodell and C. H. Dunkhorst acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

SEAL  
 My Commission expires :  
 January 27, 1946.

H. E. McMullen  
 H. E. McMullen, Notary Public in and for  
 Hamilton County, Ohio.

Jebens &amp; Butenschoen

#3218

Filed for record the 11 day of September