

Winterset Madisionian, B-1912

in and for said County Notary Public

AETNA LIFE INSURANCE CO.

#834

Filed for record the 3 day of
March A.D. 1944 at 3:26 o'clock
P.M.
Pearl E. Shetterly, RecorderTo
WILLIS B. SMITH and WIFE

Fee \$3.50 ✓

EXTENSION AGREEMENT
(REGULAR)

WHEREAS, AETNA LIFE INSURANCE COMPANY, of Hartford, Connecticut, herein styled "Mortgagee," holds a promissory note made by WILLIS B. SMITH and MAY L. SMITH for the sum of \$5000.00, dated APRIL 18th, 1923, payable to the order of said AETNA LIFE INSURANCE COMPANY at its office in Hartford, Connecticut on APRIL 1st, 1929, heretofore extended to April 1st, 1944, and secured by a Mortgage of even date therewith, recorded in Book 77, Page 403, Mortgage Records of Madison County, Iowa reference being expressly made to the said record of said mortgage for a more particular description of said mortgaged premises; and,

WHEREAS, WILLIS B. SMITH and MAY L. SMITH, his wife, herein styled "First Parties," have made application for an extension of time of payment of the mortgage indebtedness, as evidenced by said promissory note, and in consideration of the granting of such extension of time of payment, First Parties, and each of them, do hereby expressly covenant and agree with Mortgagee as follows:

(1) First Parties, jointly and severally, promise to pay the balance unpaid on said promissory note, to-wit, FORTY TWO HUNDRED and NO/100 Dollars (\$4200.00) in installments as follows: \$200.00 on the 1st day of April, 1944, \$100.00 on the 1st day of each succeeding April to and including April 1st, 1953, and the entire balance in full, with all accrued interest, on April 1st, 1954, together with interest on the balance remaining from time to time unpaid at the rate of $4\frac{1}{2}$ per cent per annum from April 1st 1943 to April 1st, 1944 and at 4% per annum after April 1st, 1944, payable October 1st, 1943 and semi-annually thereafter, all without any relief whatever from valuation or appraisement laws and with attorney's fees, and First Parties will also pay interest on all such installments of principal and interest, after maturity, at the rate of Seven per cent per annum. All payments to be made in legal tender of the United States of America at the office of mortgagee in Hartford, Connecticut, or at such other place as mortgagee may designate in writing.

(2) First Parties covenant and agree that they have a good indefeasible estate in fee simple in said mortgaged premises, that the same are free from all encumbrances and that there are no outstanding tax liens thereon or unredeemed tax sales thereon, or tax sale certificates unredeemed and outstanding thereon, and that no rights are outstanding under any mechanic's lien affecting said premises.

(3) First Parties will perform all of the obligations, conditions and agreements

in said mortgage to be performed by the mortgagor, except as they may be modified by the provisions hereof, which are to govern in all cases.

(4) First Parties will pay before overdue all taxes, charges or assessments levied by any public authority of the state where the mortgaged land lies, or any subdivision thereof, or of the United States, upon the mortgaged premises or any part thereof, or upon the mortgagee's interest therein, or upon said mortgage debt or other sums herein mentioned, to whomsoever assessed, except where First Parties are prohibited by Statute from so doing. Upon violation of this undertaking, or if First Parties are prohibited by any law now or hereafter existing or by court decree from paying the whole or any portion of the aforesaid tax, or if said law or decree provides that the amount so paid by First Parties shall be credited on the mortgage debt, then the entire mortgage debt shall, at the option of mortgagee, its successors and assigns, become immediately due and collectible, notwithstanding anything contained herein or in any law hereafter enacted.

(5) First Parties will keep the buildings now on said land, and which may be placed thereon, insured for their full insurable value against loss by fire, lightning, wind and tornado in insurance companies approved by Mortgagee, or assigns, with standard form of mortgage clause without contribution attached in favor of Mortgagee, and will pay the premiums thereon. The policies to be delivered to and held by Mortgagee, and renewals thereof, together with receipts, to be delivered to Mortgagee prior to expiration of original policies.

(6) First Parties authorize Mortgagee, or assigns, at its choice, to collect, adjust and compromise any losses under any insurance policies on said property, and after deducting costs of collection to apply the proceeds, at its election, either (1) as a credit upon the mortgage debt, interest or repayment of any amount advanced by Mortgagee under mortgage; or (2) to restoring the improvements; or (3) to deliver the same to owner of said property.

(7) First Parties authorize Mortgagee, or assigns, at its election, to collect all sums that may become due under any mineral lease, rental contract or easement covering said land, and when collected to apply the same, at its election, as above in Paragraph (6), and the lessee, grantee or assignee is hereby directed to pay such revenues and benefits to Mortgagee, or assigns.

(8) First Parties will maintain the cultivated land in good state of cultivation and prevent noxious weeds from spreading on said land, and will, by adequate terracing and draining, fully protect said land from deterioration. First Parties will permit no waste, cut no timber except for the actual need of the occupants of said property, sell no timber, gravel, oil, gas or other minerals therefrom without the written consent of Mortgagee, and will neither commit nor suffer any act which may impair the value of said property, and will maintain the buildings now on or which may be placed thereon in good state of repair.

(9) The mortgagee and its assigns shall have the right of control of all farming operations on the mortgaged premises. This right may be exercised in case the First Parties impair any part of the security through destructive or neglectful operation or management, as itemized in paragraph 8, or in case of default under this mortgage or the note secured thereby. It is expressly agreed that the First Parties in following any such directions of the mortgagee shall not be relieved from any of the obligations to pay any sums of money secured by this mortgage, or from the performance of any of the other requirements of this mortgage. The First Parties will also keep regular

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accounts of the agricultural operations on said premises. The property and the farm records will be subject to periodic inspection in the above connection until the debt secured hereby is fully paid.

(10) Any part of the security described in said mortgage may be released by the record owner of said note or notes without affecting the lien thereof on the remainder; and the security thereof shall not affect or be affected by any other security taken for the same indebtedness, or any part thereof, and the taking of additional security or the further extension of time of payment of said indebtedness, or any part thereof, shall, at no time, release or impair the security thereof or the liability of any maker, endorser, surety or security.

(11) Mortgagee shall have the power, at its election, to do any of the things which First Parties herein obligate themselves to do and perform, if First Parties shall fail to perform such things, and the amount paid or advanced by Mortgagee shall be a charge against First Parties and shall constitute a lien on said premises and be secured by said mortgage, and shall be payable with interest at the highest contract rate permitted by law in the state where the mortgaged land lies, from the date of such payment, and Mortgagee shall be subrogated to all the rights and equities and liens discharged by the amount expended hereunder. When any delinquency or default exists under the terms of the mortgage, the notes secured thereby, or this extension agreement, then, the Mortgagee shall have the right to pay any and all taxes and assessments, against said land, without being required to wait until interest, cost or penalty attaches thereto, and such sum so paid shall draw interest, at the highest contract rate permitted by law in the state where the mortgaged land lies, from the date of such payment and shall be secured by the lien of said mortgage.

(12) And will not grant any easement on said land without the joinder therein of the note owner, nor rent said land for a longer period than one year without the written consent of the note owner, and if rented for cash, rental payable in advance, such rental shall, at the option of the note owner, be paid to it to be applied on the indebtedness secured by said mortgage.

(13) If said indebtedness is collected through legal proceedings, then there shall be added as part of the debt secured by said mortgage the expense of procuring documentary evidence and abstract of title. If an action is brought to foreclose said mortgage, or if mortgagee is made or becomes a party to any suit by reason of said mortgage or if said mortgage shall be placed in the hands of an attorney, or be established or allowed in any court, First Parties shall pay a reasonable attorney's fee, and said fee shall be immediately due and on demand paid by First Parties to mortgagee and said fee shall be a further lien upon said premises and secured by said mortgage, and may be taxed as costs in said suit.

(14) First Parties agree that in case of default in the performance of any covenant or agreement herein made or contained, Mortgagee, or assigns, either before or after the commencement of an action to foreclose said mortgage, shall be entitled to the immediate possession of said mortgaged premises and of all crops growing or stored thereon, and shall be entitled to the appointment of a receiver by the court or a judge thereof to take possession of said premises and the crops growing or stored thereon, and to dispose of same and collect the rents and profits accruing from said premises and apply the net proceeds thereof on said indebtedness, and to rent said premises, and such right shall in no event be barred, forfeited or retarded by reason of a judg-

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ment, decree or sale in such foreclosure, and the right to take such possession and to have such receiver appointed shall exist regardless of the fact of solvency or insolvency of First Parties or any parties liable for the payment of said debt, and regardless of the value of said mortgaged premises or the sufficiency of the security for the payment of said debt, and such rights shall continue during the statutory period for redemption, provided said indebtedness is not sooner paid in full.

(15) First Parties agree that if any of the mortgaged premises or any easement therein is taken by virtue of the law of eminent domain, First Parties will promptly notify Mortgagee, or assigns, of the institution of such proceedings and of any attempted purchase, or of the appropriation of said property or any easement therein by any public authority or person or corporation having the right of eminent domain, and agree and direct that all condemnation or purchase money which may be agreed upon or found due shall be paid to Mortgagee, or assigns, and be credited upon said indebtedness. First parties also agree to notify Mortgagee or assigns of any proceedings instituted for the establishment of any ditch or drainage district comprising any part of said mortgaged premises.

(16) First Parties agree that if remittance in payment of principal or interest of the said indebtedness be made by check or draft, it shall be subject to the condition that such check or draft may be handled for collection in accordance with the practice of the collecting bank or banks, and that any receipt issued therefor shall be void unless the amount due is actually received by the Mortgagee.

(17) Notwithstanding any indulgence or extension by Mortgagee in case of default or breach in any provision in said mortgage, the mortgage notes, or in this extension agreement contained, the Mortgagee may at its election, declare the entire indebtedness due and foreclose said mortgage in case of any subsequent default or breach of any promise, stipulation or covenant contained in said mortgage, the notes secured thereby, or in this extension agreement.

IN CONSIDERATION OF THE FOREGOING and of the agreements of First Parties, and subject to all the conditions and provisions in the said mortgage and in this instrument contained, or as modified by this instrument, the AETNA LIFE INSURANCE COMPANY hereby agrees to and does extend the time of payment of the said balance of principal of the aforesaid promissory note to the time or date or dates hereinbefore specified in Paragraph (1) of the agreements of First Parties

IT IS FURTHER AGREED that should there be at any time any failure or default in the performance of any of the covenants or agreements contained in said mortgage or in this extension agreement to be kept and performed by First Parties, or if any part of said indebtedness, payment of which is secured by said mortgage, principal or interest, is not paid when due, or should any default occur in the payment of any installment of principal or interest on any junior lien on said mortgaged premises, or should said premises come into possession or control of any Court prior to the payments of the indebtedness secured by said mortgage, the said entire indebtedness shall thereupon become due and payable, at the election of Mortgagee made at any time after such default, without notice and as of the date of such default; and the Mortgagee is authorized to take immediate possession of said mortgaged premises and of all crops growing or stored thereon, and to proceed under all other rights and remedies as provided by law, and said Mortgagee or assigns may proceed at once or at any time to foreclose said mortgage.

IT IS FURTHER EXPRESSLY AGREED that First Parties in further consideration of the granting of such extension of time of payment of said indebtedness, and to further

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secure the payment of said note and the interest to accrue thereon during such period of extension, do hereby sell and convey unto said Mortgagee all of the rents, issues, uses, profits and income of the real estate above referred to and covered by said mortgage, and the crops raised thereon from the date of this instrument until the debt secured by said mortgage shall be paid in full.

IT IS FURTHER UNDERSTOOD AND AGREED that the joining in and execution of this Extension Agreement by the spouse of the holder of the title to the mortgaged premises and the agreement of such spouse to pay the said indebtedness and the interest thereon and to perform the agreements and conditions in said mortgage and in this instrument contained, are material considerations for the execution of this agreement by Mortgagee without which such extension of time of payment would not have been granted.

If any provision of this agreement is held to be void, it shall not affect the validity of any other provision herein. And First Parties waive any relief under any valuation, stay or appraisal laws now existing or which may be hereafter enacted.
PREPAYMENT OPTION: Any amount up to but not exceeding \$1050. (including the required principal payment) may be paid on the principal debt on April 1st, 1944, and any amount up to but not exceeding \$950. (including the required principal payment) may be paid on the principal debt on April 1st, 1945 or on any subsequent April 1st prior to maturity. All payments in excess of those required under the terms of this Agreement shall be credited on the final installment due hereunder.

The terms of this extension agreement wholly supersede those of a prior agreement between the parties hereto, dated June 1, 1939 and recorded in Book 89 at Page 365 of the records of Madison County, Iowa.

The mortgage hereby extended shall not be foreclosed solely for failure to make a principal payment so long as the amount actually paid on the balance of the principal debt hereby extended equals or exceeds the total of the required principal payments which have then matured under the original terms of this agreement. Funds paid to mortgagee for a partial release of the mortgage, or from sale of timber, oil, gas, gravel, stone or other minerals, or for any easement, or from the proceeds of any insurance loss, or from any other source which decreases the extent of the mortgage lien or the security thereof, shall not be considered an amount "actually paid on the balance of the principal debt hereby extended" in construing the preceding sentence herein, but such funds, upon receipt by mortgagee, shall be credited to the final maturing principal installment so as to accelerate the date of completing payment of the debt.

All of the agreements, covenants, provisions and conditions in said mortgage and in this instrument contained shall run with the land and be binding upon the heirs, executors, administrators and assigns of First Parties, and shall inure to the benefit of Mortgagee, its successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 1st day of FEBRUARY, A.D. 1944.

Witness to execution by mortgagee

AETNA LIFE INSURANCE COMPANY,
By Murray Waters
Vice President

Witness to execution by
First Parties:

L.S. Willis B. Smith L.S.
L.S. May L Smith L.S.
L.S. L.S.
L.S. L.S.
First Parties

(Corporate Seal)

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STATE OF CONNECTICUT,)
HARTFORD COUNTY,) ss.

On this 28th day of February, A.D., 1944, before me, a Notary Public in and for said County and State, personally appeared Murray Waters to me personally known, who being by me duly sworn, did say that he is Vice President of said Aetna Life Insurance Company, a corporation; that the seal affixed to said instrument is the 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 Murray Waters acknowledged the execution of said instrument to be the voluntary act and deed of said Aetna Life Insurance Company, by it voluntarily executed.

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

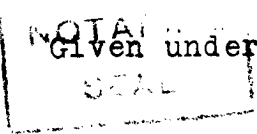
(Notarial Seal)

F.E.Dion
Notary Public in and for the County of
Hartford and State of Connecticut.
F.E.Dion

My commission expires January 31st, 1947.

STATE OF IOWA)
COUNTY OF DALLAS) ss.

I, E Eugene Cushman, a Notary Public in and for the County and State aforesaid, do hereby certify that WILLIS B. SMITH and MAY L. SMITH, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.



Given under my hand and Notary seal this 15 day of February, A.D. 1944.

E Eugene Cushman
Notary Public.

My commission expires January 31st, 1947.