District Court of Dallas Co | #2733 | Filed for record the 15 day of July A.D. 1943 at 10:40 o'clock A.M.

To W.C.Southwick | Fee $ 2.20 ✓ | Pearl E. Shetterly, Recorder

IN THE DISTRICT COURT OF THE STATE OF IOWA
IN AND FOR DALLAS COUNTY

In the Matter of the Estate : No. 5475 Probate

of :

Benjamin F. Myers, deceased : APPLICATION

Comes now W.C.Southwick and shows to the Court that he is the duly appointed, qualified and acting administrator with will annexed in the above named estate, having been appointed as such administrator with will annexed September 27, 1939.

Further shows to the Court that said Benjamin F. Myers died testate on the 18th day of August, 1931, and that said last will and testament of said deceased was admitted to probate August 19, 1931, which will contains the following paragraph, to wit:

> First: - I direct my executors hereinafter named to pay out of my personal estate all my just debts including my funeral and testamentary expenses, and any indebtedness by way of mortgage upon any of the real estate of which I may die seized.

Further shows that said deceased died seized of the following described real estate, to wit: together with other real estate:

> The Southwest Quarter (SW¼) of Section Seventeen (17) in Township Seventy-seven (77) North, of Range Twenty-nine (29) West of the 5th P.M., in Madison County, Iowa.

That the above described real estate was encumbered by a mortgage in the sum of

$10,000, payable to the Bankers Life Company, Des Moines, which mortgage was executed the 6th day of March, 1930 and recorded in Book 80, Page 374 of the records of Madison County, Iowa, said mortgage being due March 1, 1935.

Further shows that at the time said will was admitted to probate that William M.Myers, Paul M. Wolf and Lewis Jolley were appointed as executors, and on a later date, said executors were removed by order of this Court, and this administrator with will annexed was appointed.

That during the time said executors were acting as such they entered into an agreement as such executors, together with Mary A. Myers, to extend said mortgage to March 1, 1940.

Further shows to the Court that this applicant was unable to enter into a satisfactory extension agreement with the Bankers Life Company and made an application to this Court on April 10, 1943, asking authority to obtain a new loan in the sum of $4,000 to pay off said note and mortgage.

That after the making of said application and the service of notice thereon, as prescribed by this Court, the Bankers Life Company submitted another extension agreement, a copy of said agreement being hereto attached, marked "Exhibit A" and made a part hereof.

WHEREFORE this administrator with will annexed asks an order of this Court authorizing and empowering him to execute and deliver said extension agreement to the Bankers Life Company, and for such other and further orders as the Court deems necessary.

R.K.Craft
Attorney for Administrator with
Will Annexed

original verified

State of Iowa
ss
Dallas County

I, R.K.Craft, being first duly sworn, on oath depose and say that I am attorney for the administrator with will annexed in the above named estate; that I have read the foregoing application and know the contents thereof, and that the statements contained therein are true as I vergily believe.

R.K.Craft

Subscribed and sworn to before me and in my presence by the said R.K.Craft this 17 day of May, 1943.

Margaret Murrey
Notary Public in and for Dallas County,
Iowa

Filed May 19th, 1943.
Geo. A. Bennett, Clerk

C
O
P
Y

EXTENSION AGREEMENT

WHEREAS, Benjamin F. Myers and Mary A. Myers, husband and wife, died on the sixth day of March, 1936, execute and deliver to Bankers Life Company a certain mortgage which was recorded in Book 80 on Page 374 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 $10,000.00, due March 1, 1935, and extended to March 1, 1940, and

WHEREAS, the following note above mentioned still remains unpaid, viz: Note for $10,000.00, due March 1, 1935 and extended to March 1, 1940, on which $4000.00 remains unpaid,

Now, Mary A. Myers, a widow, and W.C.Southwick, as Administrator with will annexed of the Estate of Benjamin F. Myers, deceased, the present owners 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 Four Thousand DOLLARS and that the same shall bear interest at the rate of four per cent, per annum, from March 1, 1943, 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: $4000.00 on March 1, 1953, 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 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 Southwest Quarter of Section Seventeen (17) in Township Seventy-seven (77) North, of Range Twenty-nine (29) 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 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 party shall exist regardless of the solvency or insolvency of said first parties, or any of the, or of their successors or assigns, and irrespective of the value of said premises, 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.

One hundred dollars or multiples thereof may be paid on said debt at any date.

Dated this 29th day of April 1943.

(Signed) Mary A. Myers
Bankers Life Company
By -

STATE OF IOWA, County of Dallas ss.

On this 11th day of May, A.D. 1943, before me a Notary Public in and for Dallas County, Iowa, personally appeared Mary A. Myers, a widow, 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 Noterial Seal, by me affixed the day and year last above written.

(Signed) Ruth L. Shifflett
Notary Public in and for Dallas County, Iowa.

STATE OF IOWA, County of ..... ss.

On this _____ day of _____ A.D. 1943, before me, a Notary Public in and for _____ County, personally appeared W.C.Southwick, as Administrator with will annexed of the Estate of Benjamin F. Myers, 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 administrator.

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

_____
Notary Public in and for
_____ County, Iowa.

STATE OF IOWA, County of Polk, ss.

On this ____ day of _____ A.D. 19____, before me, a Notary Public in and for ____ county, Iowa, personally appeared _____ and _____, to me personally known, who being each by me duly sworn did say that they are the _____ and _____ 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 _____ and _____ each acknowledge the execution of said instrument to be the voluntary act and deed of said Corporation by it and by each of them voluntarily executed.

_____
Notary Public in and for Polk
County, State of Iowa.

IN THE DISTRICT COURT OF THE STATE OF IOWA
IN AND FOR DALLAS COUNTY

In the Matter of the Estate
of
Benjamin F. Myers, deceased

No. 5475 Probate

O R D E R

Now on this 18th day of May, 1943, this matter coming on for hearing upon the application of W.C.Southwick, administrator with will annexed, for an order to execute and deliver an extension agreement to the Bankers Life Company, and the Court being fully advised in the premises finds that W.C.Southwick is the duly appointed, qualified and acting administrator with will annexed in the above named estate.

Court further finds that a mortgage now exists on the following described real estate, to-wit:

The Southwest Quarter (SW¼) of Section Seventeen (17) in Township Seventy-seven (77) North, of Range Twenty-nine (29) West of the 5th P.M., in Madison County, Iowa,

with an unpaid principal on said mortgage in the sum of $4000.00 payable to the Bankers Life Company of Des Moines, Iowa, which mortgage was executed on the 6th day of March, 1930, and recorded in Book 80, Page 374 of the records of Madison County, Iowa, said mortgage being due March 1, 1935, and was extended to March 1, 1940.

Further finds that said administrator with will annexed was unable to enter into a satisfactory extension agreement with the Bankers Life Company and made an application to this Court April 10, 1943, asking authority to obtain a new loan in the sum of $4,000.00 to pay off said note and mortgage.

That after the making of said application and the service of notice thereon, as prescribed by this Court, the Bankers Life Company submitted another extension agreement, a copy of said agreement being made a part of said application.

Court further finds that all allegations made in said application are true and correct and the same should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that said administrator with will annexed be and he is hereby authorized and empowered to execute and deliver said extension agreement to the Bankers Life Company.

E.W.Dingwell.
Judge of the Fifth Judicial District.

Filed May 19th, 1943. Geo. A. Bennett, Clerk

STATE OF IOWA }
DALLAS COUNTY, } SS.

Re: Benjamin F. Myers, Dec'd
5475

I, Geo. A. Bennett, Clerk of the District Court of Dallas County, in the State of Iowa, hereby certify that the within and forgoing is a full, true, correct and complete copy of Application and Order I further certify that W.C.Southwich is still the duly appointed, qualified and acting Administrator with Will Annexed of said estate.
in the above entitled matter as full, true, correct and complete as the same is on file and of record in this office.

Given under my hand and the seal of said District Court this 28 day of May 1943

COMPARED

Geo A Bennett
Clerk District Court in and for Dallas County, Iowa
By Georgia W Clark Deputy.

(District Court Seal)