

Mortgage Record, No. 85, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA 24697-32

October 10 1924. in Book 75 of mortgages, on page 95.

My Commission expires April 23 - 1936

DOUGLAS COUNTY, NEBR.

Helen Marie Storck Smith
nee Helen Marie Storck

#1233

Fee \$1.10 ✓

To

Central National Bank and Trust
Company, Trustee, Ruth H. Brenton
Connelley trust.Filed for record the 10th day of
March A. D. 1934 at 11:20 o'clock
A. M.Maggie Reese Hobbs, Recorder.
Jessie Allgeyer, Deputy.

EXTENSION AGREEMENT

THIS AGREEMENT, executed in duplicate, by and between HELEN MARIE STORCK SMITH, nee Helen Marie Storck, of Houston, Texas, first party, and CENTRAL NATIONAL BANK AND TRUST COMPANY of Des Moines, Iowa, Trustee under the RUTH H. BRENTON CONNELLEY trust agreement dated August 4, 1930, second party, WITNESSETH:

WHEREAS, Wilhelmina Storck, widow, resident of Madison County, Iowa, died on or about the 6th day of April 1921, leaving a last will and testament which was duly proved and admitted to probate in the District Court of Iowa, in and for Madison County, which said last will and testament provided a bequest of Five Thousand Dollars (\$5,000.00) for the said Helen Marie Storck Smith, nee Helen Marie Storck, by means of a lien upon lands owned by said decedent situated in Madison County, Iowa, to wit:

Northwest Quarter (NW $\frac{1}{4}$) of Section 10, in Town-
ship 77 North, of Range 27, West of the 5th P.M.;

said sum of \$5,000.00 being due on the first day of January, 1934, and payable without interest on or before July 1, 1934; and

WHEREAS, party of the first part hereby represents, covenants and warrants that she is the identical person named as Helen Marie Storck and as granddaughter and legatee under said will of Wilhelmina Storck, late of Madison County, Iowa, now deceased; and

WHEREAS, the parties hereto have agreed and do hereby agree upon an extension of the time of payment, and a schedule of deferred payments of said sum, with interest, in respect of the discharge of said bequest or lien as hereinafter provided;

NOW, THEREFORE, in consideration of these presents and of the extension of the time of payment by the first party and the interest to be paid by the second party, IT IS BY THE PARTIES HERETO MUTUALLY COVENANTED AND AGREED:

That said sum of \$5,000.00 shall become due and payable as follows: \$2,000.00 without interest on the execution of this agreement, on or before the first day of March, 1934; \$1,500.00 on or before January 1, 1935, with interest at six per cent per annum from July 1, 1934; \$1,500.00 on or before January 1, 1936, with interest at six per cent per annum from July 1, 1934, said interest to be payable semiannually on the first day of January and July of each year.

That all interest payable as aforesaid shall be due and payable semiannually on the first day of January and July of each year until paid. All sums of interest or principal

For Receipt of Payment, see Misc. Bk. 22 Page 120.
For Release of annexed Mortgage see
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if not paid when due shall draw interest at eight per cent per annum payable semiannually until paid in full. Default in payment of any sum of interest or principal continuing for thirty days shall at the option of said first party cause the entire unpaid balance with interest to become forthwith due and payable. In the event of suit for collection of any sum due hereunder, second party shall pay a reasonable sum as attorney's fee for the first party.

That upon payment of all moneys aforesaid, with interest as above provided, said first party shall execute and deliver to the second party such duly executed release and/or acquittance as shall be requisite and necessary to effect discharge of the lien and charge in favor of the first party placed upon the above described lands created by the last will and testament of Wilhelmina Storck.

The Central National Bank and Trust Company, Trustee under the Ruth H. Brenton Connelley trust agreement dated August 4, 1930, second party, hereby promises and agrees to pay the sum of \$5,000.00 to said first party with interest as above provided, and does further hereby acknowledge and agree that the lien therefor provided for the first party by the last will and testament of Wilhelmina Storck is a valid and subsisting lien and shall continue as such for the security of the deferred payments and interest hereinabove provided for until the same shall have been paid in full.

That this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their executors, heirs, successors or assigns.

IN WITNESS WHEREOF, said parties have hereunto set their hands as of the 3rd day of March, 1934.

Witnessed by:

F. A. Collins
N. D. Stoner

Helen Marie Storck Smith
nee Helen Marie Storck
Helen Marie Storck Smith, nee Helen
Marie Storck,
Party of the first part.

Witnessed by:

J. L. Wright (CORPORATE SEAL)
Robert R. Lowe

CENTRAL NATIONAL BANK AND TRUST COMPANY
Trustee under the Ruth H. Brenton Connelley
trust agreement dated August 4, 1930.

By Lynn Fuller
V. Pt.
Party of the second part
C. W. Oxborrow Cashier

STATE OF TEXAS, COUNTY OF HARRIS, SS.

On this 3rd day of March, 1934, before me F. A. Collins a notary public in and for said county and state, personally appeared HELEN MARIE STORCK SMITH, nee HELEN MARIE STORCK, to me personally known to be the person of that name who signed the foregoing agreement and acknowledged the signing and execution thereof to be her voluntary act and deed.

(NOTARIAL SEAL)

My Commission expires June 1-1935-

F. A. Collins
Notary Public in and for Harris
County, Texas.

STATE OF IOWA, COUNTY OF POLK, SS.

On this 20th day of February, 1934, before me Geo. L. Nissly a notary public within and for said county, personally appeared Lynn Fuller and C. W. Oxborrow both to me personally known, who, being by me duly sworn, did say that they are Vice President and Cashier respectively, of Central National Bank and Trust Company, a corporation, and that the seal affixed to the foregoing 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 Lynn Fuller and C. W. Oxborrow acknowledged the execution of said instrument to be the voluntary act and deed of said corporation as trustee, by it voluntarily executed.

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BOONE BLANK BOOK CO., BOONE, IOWA. 24697-52

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at
Des Moines, Iowa, the day and date last above written.

NOTARIAL
SEAL

Geo. L. Nissly
Notary Public in and for
Polk County, Iowa.