

Mary G. Fenimore

#4831

Filed for record the 1 day of  
November A.D.1937 at 3;58 o'clock  
P.M.

To

Fee \$.70 ✓

Farmers &amp; Merchants Nat'l Bk.

Valda C. Bishop, Recorder

## MORTGAGE EXTENSION AGREEMENT

WHEREAS, The Farmers and Merchants National Bank of Winterset holds a certain promissory note made by Mary G. Fenimore, a single lady for the sum of Three Hundred & No/100 Dollars, dated November 1st, A.D.1934, payable to the order of The Farmers and Merchants National Bank of Winterset and due November 1st, 1937 which note is secured by a mortgage of even date, upon Real Estate situated in the county of Madison and State of Iowa, and more particularly described in said mortgage deed, recorded in the Recorder's office of said Madison County in Book 79, Page 554 of Mortgages; and whereas Mary G. Fenimore, a single lady has made application to extend the time of payment of said note for another term of one year from November 1st, 1937, and agrees to pay the said principal note at expiration of said time, and interest upon the same, at the rate of 6 per cent, per annum from November 1st, 1937, payable semi-annually upon the first days of May and November at Winterset, Iowa, Now, therefore, the said The Farmers and Merchants National Bank of Winterset hereby agrees to extend the time of payment of said note for the term of one year from the 1st day of November 1937, upon condition that said Mary G. Fenimore shall pay said principal note on November 1st, 1938, and the interest thereon as it becomes due. Provided, however, and this agreement is made upon the express condition that in case she shall neglect or refuse promptly to pay the interest as aforesaid, this agreement shall thereupon become null and void, and the said note, as well as accrued and over due interest thereon, shall become due and payable at once; or if she shall neglect or refuse to pay before becoming

delinquent any legal state, local, special, or general tax or assessment, levied under any law of the United States or State of Iowa, either upon the note, or property aforesaid then in that case this agreement shall be null and void, and the said note, as well as accrued and overdue interest shall become due and payable at once and the said The Farmers and Merchants National Bank of Winterset shall have full power and authority to proceed under and by virtue of said note and mortgage in as full and ample a manner as if this agreement had not been made. The privilege is hereby given to said Mary G. Fenimore to pay \$100, or any multiple thereof, upon said note at date of any interest payment prior to maturity. The unpaid balance on the above described note is now Two Hundred Dollars.

IN WITNESS WHEREOF, said The Farmers and Merchants National Bank of Winterset has signed and sealed this instrument, the 1st day of November A.D.1937.

The Farmers and Merchants National Bank of Winterset.  
By N.E.Kelley Cashier.

I hereby accept the above conditions upon which said extension is granted and agree to carry out the provisions of this agreement, and if I fail in so doing in any respect, I hereby authorize the holder of said note and mortgage to proceed according to the provisions of said mortgage, the same as if the above agreement had not been made. I also guarantee, in consideration of this extension, the payment of said note on November 1st, 1938, and the interest thereon as it accrues.

Mary G. Fenimore

STATE OF IOWA, Madison County, ss:

On this 1st day of November A.D.1937, before me J.W.McKee, a Notary Public in and for said County, personally appeared Mary G. Fenimore, a single lady to me known to be the identical person named in and who executed the foregoing instrument, and whose name is affixed thereto and acknowledged that she executed the same as her voluntary act and deed.

**NOTARIAL** my hand and seal of office the day and year last above written.

**SEAL**

J.W.McKee  
Notary Public in and for said County.