notary rustre in and for Madison County, Iowa

Charles E. & Martha Anderson

LE PEBURE CORPORATION, GEDAR RAPIDS, 10WA 177818-A

#2185

Filed for record the 29 day of March A.D.1941 at 3:20 o'clock

TO

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

Farmers & Merchants State Bank

EXTENSION AGREEMENT

THIS AGREEMENT Made and entered into this 29th day of March 1941, by and between Farmers and Merchants State Bank of Winterset, Madison County, Iowa, party of the first part, and Charles E.Anderson and Martha Anderson of Peru, Madison County, Iowa, party of the second part. WHEREAS, Charles E.Anderson and Martha Anderson justly indebted to said Farmers and Merchants State Bank in the sum of Five Thousand & No/100 DOLLARS (\$5,000.00) secured to be paid by a certain note and mortgage, executed by said Charles E.Anderson and Martha Anderson on the 30th day of March 1936, payable to said The Farmers and Merchants National Bank of Winterset on the 30th day of March 1941, and later assigned to Farmers and Merchants State Bank with interest at the rate of 4 per cent, payable semi-annually; which said mortgage was duly recorded in the Recorder's office of Madison County, Iowa, in Book 87 of Mortgages on Page 302, and

WHEREAS, \$5,000.00 of the principal sum of said note is still unpaid and the said charles E.Anderson and Martha Anderson party of the second part, hereto has applied to said farmers and Merchants State Bank for the extension of balance due on said note of Five Thousand & No/100 Bollars for a term of five years from 30th day of March 1941 with interest at the rate of 4 per cent per annum, payable semi-annually.

NOW THEREFORE, in consideration of the faithful performance of all the covenants in said note, and mortgage, as well in spiritas in letter, and the payment of interest to this date, said first party hereby agrees to postpone and extend the time of payment of balance this of said note to the 30th day of March, 1946, payable semi-annually as per extension on note /

day executed by said second party, except that principal payments of \$100.00 each shall be due on the 30th day of March in each of the years 1942, 1943 and 1944, and 1945.

It is also expressly understood and agreed by and between the parties hereto that nothing herein contained shall operate to discharge or release the said Charles E.Anderson and Martha Anderson, or their heirs, legal representatives, or assigns, from the liablities to fulfill, keep and promptly perform, as well in spirit as in letter, each and all of the covenants in said mortgage and note given by said Charles E.Anderson and Martha Anderson

It is further expressly understood by and between the parties hereto, that in case of default in any of the covenants or conditions in said note or mortgage, then at the election of said first party, heirs or assigns, the whole of principal sum shall at once become due and payable and said note shall draw interest at 7 per cent from such default and the mortgage may be foreclosed as stated in said mortgage, anything hereinbefore contained to the contrary notwithstanding.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

Farmers and Merchants State Bank
By N.E.Kelley Cashier (Seal)
Charles E.Anderson (Seal)
Martha Anderson (Seal)

CERTIFICATE OF ACKNOWLEDGMENT-Individual

STATE OF IOWA, County of Madison ss.

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LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177818-A

On this 29th day of March A.D.1941, before me J.W.McKee a Notary Public in and for the County of Madison, State of Iowa, personally appeared Charles E.Anderson and Martha Anderson to me 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.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day NOTARIAL and year last above written.

SEAL J W McKee

J. W. McKee

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

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