

Mortgage Record No. 92, Madison County, Iowa

LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177619-A

Richard D. Hake	#2699	County, Iowa. Filed for record the 23 day of April A.D. 1941 at 3:31 o'clock P.M.
To	Fee \$.70 ✓	Pearl E. Shetterly, Recorder
Farmers & Merchants St. Bk		

EXTENSION AGREEMENT

THIS AGREEMENT Made and entered into this 1st day of April 1941, by and between Farmers and Merchants State Bank of Winterset, Madison County, Iowa, party of the first part, and Richard

Mortgage Record No. 92, Madison County, Iowa

LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177818-A

D. Hake of Washakie County, Worland, Wyoming party of the second part.

WHEREAS, Richard D. Hake is justly indebted to said Farmers and Merchants State Bank in the sum of One Thousand & No/100 DOLLARS (\$1,000.00) secured to be paid by a certain note and mortgage, executed by said Richard D. Hake on the 1st day of April 1936, payable to said The Farmers and Merchants National Bank of Winterset on the 1st day of April 1941 and later assigned to Farmers and Merchants State Bank, with interest at the rate of $4\frac{1}{2}$ 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 339, and

WHEREAS, \$1,000.00 of the principal sum of said note is still unpaid and the said Richard D. Hake 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 One Thousand & No/100 Dollars for a term of five years from 1st day of April 1941 with interest at the rate of $4\frac{1}{2}$ 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 spirit as 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 of said note to the 1st day of April, 1946, payable semi-annually, except that principal payments of \$50.00 each shall be due on the 1st day of October, 1941, and on the 1st days of April and October in each of the years 1942, 1943, 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 Richard D. Hake heirs, legal representatives, or assigns, from the liabilities 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 Richard D. Hake

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)

Richard D. Hake (Seal)

CERTIFICATE OF ACKNOWLEDGEMENT-Individual

STATE OF California, County of San Luis Obispo ss.

On this 16th day of April A.D. 1941, before me Blanche Gregory Wirsta Notary Public in and for the County of San Luis Obispo, State of California, personally appeared Richard D. Hake to me 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.

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

Blanche Gregory Wirst Notary Public
in and for San Luis Obispo County,
State of California.

