

Wallace C.E. & Ruth M.Fenimore  
To  
Farmers & Mchts St.Bank

#2793  
Fee \$.70

Filed for record the 29 day of  
April A.D.1941 at 3:23 o'clock  
P.M.  
Pearl E. Shetterly, Recorder

EXTENSION AGREEMENT

THIS AGREEMENT Made and entered into this 29th day of April 1941, by and between Farmers and Merchants State Bank of Winterset, Madison County, Iowa, party of the first part, and Wallace C.E.Fenimore and Ruth M.Fenimore of Peru, Madison County, Iowa, party of the second part. WHEREAS, Wallace C.E.Fenimore and Ruth M.Fenimore are justly indebted to said Farmers and Merchants State Bank in the sum of Three Hundred Fifty & No/100 DOLLARS (\$350.00) secured to be paid by a certain note and mortgage, executed by said Wallace C.E.Fenimore and Ruth M. Fenimore on the 25th day of April 1936, payable to said The Farmers and Merchants National Bank of Winterset on the 25th day of April 1941, and later assigned to Farmers and Merchants State Bank with interest at the rate of 5 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 346, and

WHEREAS, \$350.00 of the principal sum of said note is still unpaid and the said Wallace C.E.Fenimore and Ruth M.Fenimore 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 Three Hundred Fifty & No/100 Dollars for a term of five years from 25th day of April 1941 with interest at the rate of 5 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 25th day of April, 1946, payable semi-annually as per extension on note, this day executed by said second party, except that principal payments of \$50.00 each shall be due on the 25th day of April 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 Wallace C.E.Fenimore

## Mortgage Record No. 92, Madison County, Iowa

LE FESURE CORPORATION, CEDAR RAPIDS, IOWA 177813-A

and Ruth M.Fenimore 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 Wallace C.E.Fenimore and Ruth M.Fenimore

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.

(Corporate Seal)

Farmers and Merchants State Bank  
By N.E.Kelley Cashier (SEAL)  
Wallace C.E.Fenimore (SEAL)  
Ruth M.Fenimore (SEAL)

## CERTIFICATE OF ACKNOWLEDGMENT-Individual

STATE OF IOWA, County of Madison ss.

On this 29th day of April A.D.1941, before me J.W.McKee a Notary Public in and for the County of Madison, State of Iowa, personally appeared Wallace C.E.Fenimore and Ruth M. Fenimore 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 and year last above written.

(Notarial Seal)

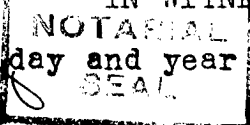
J.W.McKee  
Notary Public in and for Madison County,  
State of Iowa

## CERTIFICATE OF ACKNOWLEDGMENT-Corporation

STATE OF IOWA, County of Madison ss.

On this 29th day of April A.D.1941, before me J.W.McKee a Notary Public in and for the County of Madison, State of Iowa, personally appeared N.E.Kelley Cashier, of Farmers and Merchants State Bank, the Corporation which executed the above and foregoing instrument, who being to me personally known as the identical person who signed the foregoing instrument, and by me duly sworn, did say that he is the Cashier of said Corporation; that (the seal affixed to said 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, each of them acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and each of them voluntarily executed, as provided in Sec.10103, Code of Iowa.

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



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

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Filed for record the 30 day of