

Mortgage Record No. 92, Madison County, Iowa

~~John Devine and Clara Devine~~
To
Union State Bank, Winterset, Iowa

#6153
Fee \$.70 ✓

in and for Polk County, Iowa.
Filed for record the 11 day of December
A.D. 1941 at 4:36 o'clock P.M.
Pearl E. Shetterly, Recorder

EXTENSION AGREEMENT

THIS AGREEMENT made and entered into this 10th day of December, 1941, by and between John Devine and Clara Devine, husband and wife, of the County of Madison, and State of Iowa, present owners of the premises described in the mortgage hereinafter mentioned, parties of the first part, and the Union State Bank, Winterset, Madison County, Iowa, party of the second part;

WITNESSETH: Whereas, John Devine and Clara Devine, husband and wife, did execute and deliver unto the Union State Bank, Winterset, Iowa, a certain mortgage and note therein set forth, said mortgage bearing date the 12th day of December, 1936, which mortgage was recorded in mortgage record 87, at page 448 of the records of the County Recorder of Madison County, Iowa, to secure the payment of said note in full amount of One Thousand (\$1000.00) Dollars and interest; and

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LE FIBURE CORPORATION, CEDAR RAPIDS, IOWA 177918-A

Whereas, John Devine and Clara Devine are the present owners of the property described in said mortgage, and the Union State Bank, Winterset, Iowa, the present owner of said note and mortgage, have this day agreed to extend the time of payment of the principal sum of said note secured by said mortgage;

NOW, THEREFORE FOR VALUE RECEIVED, it is hereby agreed that the principal sum now fully and justly unpaid on the note secured by said mortgage is One Thousand (\$1000.00) Dollars, and that the same draws and is to draw interest at the rate of five per cent per annum, payable semi-annually, to be computed from the twelfth day of December, 1941, and the principal sum shall become due and payable as follows, to-wit: December 14, 1946, at which time the parties of the first part hereby assume and agree to pay and discharge same with all costs and expenses as well as interest accrued or to accrue at the Union State Bank, Winterset, Iowa, and the party of the second part does by these presents, consent and agree to the extension of said mortgage indebtedness as above set forth.

It is also mutually agreed that all the terms, conditions, and stipulations in said note and mortgage contained and set forth are and shall continue in full force and effect, excepting only as modified by the foregoing agreement.

Witness our hands this 10th day of December, 1941.

(CORPORATE SEAL)

State of Iowa: Madison County: SS:

John Devine
Clara Devine
Parties of the first part
Union State Bank, Winterset, Iowa
By H L Paull Cashier
Party of the second part

On this 10 day of December, 1941, before me appeared H. L. Paull, Cashier, to me personally known, who being by me duly sworn, did say that he is the Cashier of the Union State Bank, Winterset, Iowa, and that the seal affixed to said 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 H. L. Paull acknowledged said instrument to be the voluntary act and deed of said corporation. Witness my hand and Notarial Seal the date last above written.

(Notarial Seal)

State of Iowa: Madison County: SS:

Carl Bek Notary Public
in and for Madison County, Iowa.

On this 10 day of December, 1941, before me the undersigned a Notary Public in and for said County of Madison and State of Iowa, came John Devine and Clara Devine, to me personally known to be the identical persons whose names are subscribed to the foregoing instrument as makers **NOTARIAL SEAL** and acknowledged the execution of the same to be their voluntary act and deed. Witness my hand and Notarial Seal the date last above written.

Velma Hutchison
Notary Public in and for Madison County, Iowa
Filed for record the 15 day of

of Section Twenty-eight, Township
Range Twenty-nine, West of the Fifth Principal Meridian,
except all oil, gas, coal and minerals in and under said
land.

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