

Mortgage Record No. 94, Madison County, Iowa

My Commission Expires August 20, 1944.

Huldah Johnson Foglesong

#2780

Filed for record the 29 day of June
A.D. 1942 at 3:52 o'clock P.M.

To
Farmers & Merchants State Bank

Fee \$.70

Pearl E. Shetterly, Recorder

EXTENSION AGREEMENT

THIS AGREEMENT Made and entered into this 29th day of June 1942, by and between Farmers and Merchants State Bank of Winterset, Iowa party of the first part, and Huldah Johnson Foglesong, a single lady of Truro, Iowa party of the second part.

WHEREAS, Huldah Johnson Foglesong justly indebted to said Farmers and Merchants State Bank in the sum of Two Thousand and no/100 DOLLARS (\$2000.00) secured to be paid by a

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certain note and mortgage, executed by said Huldah Johnson Foglesong the 1st day of July 1937, payable to The Farmers and Merchants National Bank of Winterset (later assigned to Farmers and Merchants State Bank) on the 1st day of July 1942, 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 557, and

WHEREAS, \$1500.00 of the principal sum of said note is still unpaid and the said Huldah Johnson Foglesong party of the second part, hereto has applied to said Farmers and Merchants State Bank for the extension of said note of One Thousand Five Hundred Dollars for a term of five years from 1st day of July 1942 with interest at the rate of $4\frac{1}{2}$ per cent per annum, payable semi-annually, executed by the second party.

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 said note to the 1st day of July, 1947, payable semi-annually except that \$100 principal payments shall be due on the 1st day of July in each of the years 1943, 1944, 1945 & 1946 and the remaining balance of \$1100 on July 1st, 1947.

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 Huldah Johnson Foglesong or her 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 Huldah Johnson Foglesong.

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 seven 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 (Seal)
By N E Kelley Cashier (Seal)
Huldah Johnson Foglesong (Seal)

CERTIFICATE OF ACKNOWLEDGMENT-Individual
STATE OF IOWA, County of Madison ss.

On this 29th day of June A.D. 1942, before me J. W. McKee a Notary Public in and for the County of Madison, State of Iowa, personally appeared Huldah Johnson Foglesong, a single lady to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her 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 June A.D. 1942, 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, a 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 by him signed and sealed on behalf of the said Corporation by authority of its Board of Directors, acknowledged the execution of said instrument to be the voluntary act and deed

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of said Corporation, by it and him 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.

NOTARIAL
SEAL

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

Earlham Savings Bank

45804