

Winterset Madisionian, B-1912

Robert J. Jones

#4860

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Filed for record the 31 day of December
A.D. 1942 at 3:25 o'clock P.M.To
Farmers and Merchants
State Bank

Fee \$.70

Pearl E. Shetterly, Recorder

EXTENSION AGREEMENT

THIS AGREEMENT Made and entered into this 28th day of December, 1942, by and between Farmers and Merchants State Bank of Winterset, Iowa, party of the first part, and Robert J. Jones, a single man of Winterset, Iowa, party of the second part.

WHEREAS, Robert J. Jones is justly indebted to said Farmers and Merchants State Bank in the sum of Four Hundred & No/100 DOLLARS (\$400.00) secured to be paid by a certain note and mortgage, executed by said Robert J. Jones the 28th day of December 1937, payable to The Farmers & Merchants National Bank of Winterset and assigned to Farmers and Merchants State Bank, Winterset, Iowa, on the 28th day of December 1942, 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 634, and

WHEREAS, \$400.00 of the principal sum of said note is still unpaid and the said party of the second part, hereto Robert J. Jones/has applied to said Farmers and Merchants State Bank, Winterset, Iowa, for the extension of said Note of Four Hundred & No/100 Dollars for a term of Five years from 28th day of December 1942 with interest at the rate of five per cent per annum,

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payable semi-annually with annual payments of \$50 on the 28th day of December in each of the years 1943, 1944, 1945 & 1946 and \$200 on December 28th, 1947.

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 28th day of December, 1947, payable semi-annually with annual payments of \$50 on the 28th day of December in each of the years 1943, 1944, 1945 & 1946 and \$200 on December 28th, 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 Robert J. Jones or his 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 Robert J. Jones.

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 (Seal)
By N E Kelley Cashier (Seal)
Robert J. Jones (Seal)

CERTIFICATE OF ACKNOWLEDGMENT-Individual

STATE OF IOWA, County of Madison ss.

On this 31st day of December A.D. 1942, before me J. W. McKee a Notary Public in and for the County of Madison, State of Iowa, personally appeared Robert J. Jones 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.

(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 31st day of December 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, the Corporation which executed the above and foregoing instrument, who being by 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 and acknowledged the execution of said instrument to be the voluntary act and deed 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.

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