

Winterset Madisonian, B-1912

Will B. &amp; Jessie Young

#3084

Filed for record the 28 day of August  
A.D. 1943 at 10:45 o'clock A.M.  
Pearl E. Shetterly, Recorder  
Wilma M. Wade, Deputy

To  
Ella Moore et al

Fee \$1.30

EXTENSION AGREEMENT

THIS AGREEMENT, Made this 17th day of April, A.D. 1943, by and between Ella Moore, party of the first part, and Will B. Young and Jessie Young, of ~~said~~ Madison County, Iowa, party of the second part, WITNESSETH:

THAT WHEREAS the party of the first part is the owner and holder of two certain promissory notes dated at Winterset, Iowa, March 25th, 1925, executed by Will B. Young and Jessie Young, Which notes have been extended to date of March 1st, 1941, ~~said notes have been extended to date of March 1st, 1941~~, said notes being secured by a real estate mortgage made and executed by Will B. Young and Jessie Young, encumbering the following described real estate, located in the County of Madison, State of Iowa, to-wit:

The Northwest Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of Section Seventeen (17), and the South Forty-two (42) acres of the Northeast Quarter ( $\frac{1}{4}$ ) of Section Eighteen (18), except the following described tract of land: Commencing at the Southwest Corner of the Northeast Quarter ( $\frac{1}{4}$ ) of said Section Eighteen (18) running thence North Twenty-eight (28) feet, thence Southeast to a point Twenty-eight (28) feet East of the place of beginning, thence West Twenty-eight (28) feet to the place of beginning, all in Township Seventy-five (75) North, of Range Twenty-nine (29) West of the 5th P.M.

with all appurtenances thereto belonging, which mortgage was on the 25th day of March, 1925, duly recorded in the office of the Recorder of Deeds of the County of Madison and the State of Iowa, aforesaid, in Book 71 of Real Estate Mortgage Record at Page 348 thereof, and upon which notes and mortgage, there is now unpaid the principal sum of \$4000.00, and

WHEREAS, the ~~said~~ parties hereto are desirous of extending the time of payment of the said sum of \$4000.00, so secured by said mortgage.

NOW, in consideration of the premises and the mutual promises herein contained, for the sum of One Dollar (\$1.00) duly paid to the said party of the first part by said parties of the second part, it is hereby mutually agreed that the time for payment of the said principal sum of \$4000.00 be and the same is now and hereby extended for the period of five years from the first day of March, A.D. 1943, to the first day of March A.D., 1948, the parties of the second part reserving the right to pay the sum of \$100.00 or any multiple thereof on the principal of said indebtedness at any time.

The parties of the second part further covenant and agree in consideration of the granting of this extension, to pay said principal sum of \$4000.00 at the expiration of said extended period, and the interest thereon as the same shall mature, at the rate of  $4\frac{1}{2}$  per cent per annum payable annually on the first day of March of each year.

This agreement shall be binding upon the parties hereto, their successors, heirs, legal representatives, and assigns.

That the sum of \$4,000.00 referred to in this extension is the whole amount remaining unpaid on said mortgage, which mortgage was originally made to McCall Land and Loan Company, of Winterset, Iowa. That a note for \$500.00 secured by said mortgage has been paid off heretofore, and a note for \$1,000.00 which was held by Gladys B. DeVault, which had been assigned to her, and which was part of the obligations secured by said mortgage, has been satisfied and discharged by the undersigned Will B. Young, and a note for \$1,000.00 which was held by Lillie B. Niblo, by virtue of an assignment to her from said McCall Land and Loan Company, of Winterset, Iowa, has been acquired by the said party of the first part from said Lillie B. Niblo, and is one of the two notes hereinbefore referred to as held by the party of the first part, and the party of the first part does not claim any rights against said Will B. Young and Jessie Young, or either of them,

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or any lien against said real estate, on account of said \$1,000.00 note acquired from Lillie B. Niblo, but, as part of this extension agreement, cancels said \$1,000.00 note, but leaves the obligations of said \$4,000.00 note, and the lien of the mortgage as security for said \$4,000.00 note, in full force and effect, except as changed by this extension agreement.

That Harold C. Moore and Lorie Roberts, son and daughter of said Ella C. Moore, sign this instrument as attorneys in fact for said Ella C. Moore, party of the first part, and also as individuals, and, as part of this agreement, bind themselves to the terms of this extension agreement as individuals along with said Ella C. Moore as party of the first part.

In witness whereof, the undersigned parties and persons have signed and executed this agreement in duplicate the day and year first above written.

	.1	Ella Moore	Party of the first part.
Harold C Moore	by	Harold C Moore	
Harold C. Moore	and	Lorie Roberts	
Lorie Roberts		Attorneys in fact for party of the	
		first part.	
		Will B. Young	Party of the Second part
		Jessie Young	Party of the second part

State of Iowa, Madison County, ss:

On this 14th day of April, 1943, before me, the undersigned, a Notary Public in and for Madison County, Iowa, personally appeared Will B. Young and Jessie Young, husband and wife, to me personally known to be the persons named in and who executed the above and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and Notarial Seal this 14th day of April, 1943.

(Notarial Seal)  
STATE OF IOWA MADISON COUNTY )SS.

Daniel J Gallery Notary Public  
in and for Madison County, Iowa.

On this 17th day of April, 1943, before me, the undersigned, a Notary Public in and for Madison County, Iowa personally appeared Harold C. Moore, to me personally known to be the person named in and who executed the within and foregoing instrument and acknowledged the same; that he executed the same as attorney in fact for Harold C. Moore and individually as his voluntary act and deed.

In witness whereof, I have hereunto set my hand and Notarial Seal this 17th day of April, 1943.

(Notarial Seal)

STATE OF WASHINGTON King County )ss.

Shirley A. Webster Notary Public  
in and for Madison County, Iowa

On this 3rd day of May, 1943, before me, the undersigned, a Notary Public in and for Madison County, Iowa, personally appeared Lorie Roberts, to me personally known to be the person named in and who executed the within and foregoing instrument and acknowledged the same that she executed the same as attorney in fact for Ella Moore and Individually as her voluntary act and deed.

In witness whereof, I have hereunto set my hand and Notarial Seal this 3rd day of May, 1943.

Thomas S Toby Notary Public  
in end for .... County, Washington  
Notary Public in and for the State of Washington,  
residing at Seattle.

NOTARIAL  
SEAL