

Judson L. Brooker et al
To
Farmers & Merchants State Bank

#3282

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Filed for record the 17 day of September
A.D. 1943 at 4:15 o'clock P.M.
Pearl E. Shetterly, Recorder
Wilma M. Wade, Deputy

EXTENSION AGREEMENT

THIS AGREEMENT Made and entered into this 15th day of September 1943 by and between Farmers and Merchants State Bank of Winterset, Iowa, party of the first part, and Judson L. Brooker and Agnes L. Brooker, of Winterset, Madison County, Iowa, party of the second part.

WHEREAS, party of the second part is justly indebted to said Farmers and Merchants State Bank in the sum of Six Hundred Forty & No/100 DOLLARS (\$640.00) secured to be paid by a certain note and mortgage, executed by said Judson L. Brooker and Agnes L. Brooker on the 2nd day of March 1942, payable to said Farmers and Merchants State Bank on the 2nd day of September 1943, with interest at the rate of 5½ per cent, payable semi-annually; which said mortgage was duly recorded in the Recorder's office of Madison County, Iowa, in Book 93, of Mortgages on Page 558, and

WHEREAS, \$640.00 of the principal sum of said note is still unpaid and the said Judson L. Brooker and Agnes L. Brooker party of the second part, hereto has applied to said Farmers and Merchants State Bank for the extension of said note of Six Hundred Forty & No/100 Dollars for a term of four years from the 2nd day of September 1943 with \$15.00 payments on the 2nd day of each month starting Oct. 2nd, 1943, with interest at the rate of 5½ per cent per annum, payable monthly. Payments to be first applied on accrued interest and the balance on principal of said note.

NOW THEREFORE, in consideration of the faithful performance of all the covenants in said note, and mortgage, as well in spirit as in letter, said first party hereby agrees to postpone and extend the time of payment of said note to the 2nd day of September, 1947, payable \$15.00 monthly starting Oct. 2nd, 1943.

also
It is/expressly understood and agreed by and between the parties hereto that nothing herein contained shall operate to discharge or release the said Judson L. Brooker and Agnes L. Brooker or their 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 Judson L. Brooker and Agnes L. Brooker.

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.

Winteret Madisonian, B-1912

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)
Judson L. Brooker (Seal)
Agnes L. Brooker (Seal)

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

On this 15th day of Sept. A.D. 1943, before me J. W. McKee a Notary Public in and for the County of Madison, State of Iowa, personally appeared Judson L. Brooker and Agnes L. Brooker, man and wife 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, County of Madison ss. State of Iowa

CERTIFICATE OF ACKNOWLEDGMENT-Corporation

STATE OF IOWA, County of Madison ss.

On this 15th day of Sept. A.D. 1943, 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 by them 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 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
NOTARIAL
the day and year last above written.
SEAL

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

Filed for record the 24 day of September

#3341

(CORPORATE SEAL)

By F. R. Hunter Vice-President
and by W. G. Jackson as Cashier