**560** 

Mortgage Record No. 94, Madison County, Iowa

Winterset Madisonian, B-1912

Peter N. Jacobsen. et al

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Dale R. Henson et al

Notary Public in and for Scott County, Iowa #1868 Filed for record the 11 day of May A.D. 1944 at 3:30 o'clock P.M.

Farmers & Merchants State Bank

Fee \$ .80

Pearl E. Shetterly, Recorder

EXTENSION AGREEMENT

THIS AGREEMENT Made and entered into this 6th day of April 1944, by Farmers and Merchants State Bank of Winterset, Iowa party of the first part, and Dale R. Hanson and Lucille J. Hanson of Winterset, Iowa party of the second part.

WHEREAS, Dale R. Hanson and Lucille J. Hanson are justly indebted to said Farmers and Merchants State Bank in the sum of Three Hundred Fifty & No/100 DOLLARS (\$350.00) secured to be paid by a certain note and mortgage, executed by said Dale R. Hanson and Lucille J. Hanson the 6th day of April 1939, payable to said Farmers and Merchants State Bank on the 6th day of April 1942, with interest at the rate of 6 per cent, payable semi-annually; which said mortgage was duly recorded in the Recorder's office of Madison County, Iowa, in Book 89 of Mortgages on Page 299, and

WHEREAS, \$350.00 of the principal sum of said note is still unpaid and the said Dale R. Hanson and Lucille J. Hanson party of the second part, hereto has applied to said Farmers and Merchants State Bank for the extension of said note of Three Hundred Fifty & No/100 Dollars for a term of one years from 6th day of April 1944 with interest at the rate of 6 per cent per annum, payable semi-annually,

NOW THEREFORE, in consideration of, and 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 6th day of April, 1945, interest payable semi-annually

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 Dale R. Hanson and Lucille J. Hanson or their heirs, legal representatives, or assigns, from the

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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 Dale R. Hanson and Lucille J. Hanson

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 the 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
By: N E Kelley Cashier (Seal)
Dale R Hanson (Seal)
Lucille J. Hanson (Seal)

STATE OF IOWA, County of Madison ss.

On this lith day of May A.D. 1944, before me Florence Anderson a Notary Public in and for the County of Madison, State of Iowa, personally appeared Dale R. Hanson and Lucille J. Hanson, husband 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)

Florence Anderson Notary Public in and for Madison County, State of Iowa STATE OF IOWA, County of Madison ss.

On this 11th day of May A.D. 1944, before me Florence Anderson 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 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 of said Corporation, by it voluntarily executed. as provided in Sec. 10103, Code of Iowa.

NOTAPIALS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

Florence Anderson
Notary Public in and for Madison County, State of Lowe.