

Mortgage Record, No. 83, Madison County, Iowa

BONE BLANK BOOK CO., BOONE, IOWA 23012-30

Earll Hurlbut & Wife

#2153

Filed for record the 26 day of Sept.
A. D. 1932 at 10:45 o'clock A. M.,

To

Fee\$.70

Mildred E. Knott, Recorder

Federal Land Bank

AGREEMENT
NOT TO CONVEY

THIS AGREEMENT made this 19th day of July, 1932, between Earl Hurlbut and Della M. Hurlbut, his wife as party of the first part, and THE FEDERAL LAND BANK OF OMAHA, of OMAHA, NEBRASKA, as party of the second part, as follows:

1. In consideration of an extension, granted by the party of the second part, of the time for payment of certain instalments and/or other obligations upon a note in favor of the party of the second part, secured by a mortgage upon certain real estate of which the party of the first part is the fee owner, situated in Madison County, Iowa, described as.

The tract of land owned by the undersigned 1st party upon which the 2d party herein now holds a mortgage loan in the original sum of \$2,000.00
The same being located in Section 12 in Township 75 North, Range 26 West of the 5th P. M. Consisting of 62 acres more or less.
Said mortgage being now of record in Madison County, Iowa Recorder's office at Winterset, Iowa.

(said mortgage being recorded in Book 63, at page 584, of the mortgage records of said county), the party of the first part hereby covenants, for a period of three years from the date of this agreement, not to sell or convey said real estate to any third party without the express consent of the party of the second part, nor to lease said property without such consent, nor to make an assignment of any lease, nor to do any other act that may impair the security of the mortgage of the party of the second part in any manner whatsoever.

2. It is further agreed that if the party of the first part shall attempt to make any conveyance of said real estate, lease, or assignment of lease, during such three year period, without the express consent of the party of the second part, such conveyance, lease or assignment shall be void.

3. The purpose of this agreement is to maintain the present status of the mortgage security of the party of the second part and to protect it against any possibility of waste, impairment or damage which might result from a change in ownership or possession during such three year period. The right of the party of the second part to institute foreclosure under its note and mortgage at any time for any subsequent delinquency is in no manner limited or affected by the making of this agreement, but regardless of whether the loan is kept in good standing or becomes delinquent, any attempted conveyance, lease or assignment by the party of the first part shall be void.

In Witness Whereof the parties have hereunto set their hands and seals the day and year above written.

(CORPORATE SEAL)

Earll Hurlbut
Della M. Hurlbut
Parties of the first part.

By _____
Party of the second part.

STATE OF IOWA

)SS.

COUNTY OF MADISON

On this 19th day of July, 1932, before me, Rex Johnson a Notary Public in and for said State and County, personally appeared Earl Hurlbut and Della M. Hurlbut, his wife to me known to be the persons named in and who executed the foregoing agreement, and each of them acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and affixed seal the day and year last above written.

Rex Johnson
Notary Public in and for said County.

NOTARIAL

My Commission expires July 4, 1932.