

Mortgage Record, No. 83, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA. 23016-30

Guy W. Lenocker & wife

#21

Filed for record the 5 day of January A. D. 1933 at 9:20 o'clock A. M.

To

Fee .#80✓

Harry F. Anderson, Trustee

Maggie Reese Hobbs, Recorder
Jessie Allgeyer, Deputy.

AGREEMENT

THIS AGREEMENT, Made in triplicate between Guy W. Lenocker and wife, Ora A. Lenocker, of Dexter, Iowa, parties of the First Part, and Harry F. Anderson of Winterset, Iowa, as representative of the Security Loan and Title Company of Winterset, Iowa, and also of E. C. Moorman, and L. A. Oldham, Administrator of the Estate of Buena V. Oldham, Deceased, and Mrs. Ethel Miller parties of the Second Part. WITNESSETH:

WHEREAS First Party did on or about January 20th, 1925, execute and deliver notes.

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BOONE BLANK BOOK CO., BOONE, IOWA. 28018-20

to the Security Loan and Title Company to the amount of Eighteen Thousand (\$18,000.00) Dollars, secured by mortgage on the South West Quarter of Section Eight (8) in Township Seventy-seven (77) North of Range Twenty-nine (29) Madison County, Iowa, which said mortgage is recorded in the office of the Recorder of Madison County, Iowa, in Mortgage Record 75 on page 100, and

WHEREAS said notes have now become the property of E. C. Moorman to the amount of Ten Thousand (\$10,000.00) Dollars, and of L. A. Oldham, Administrator, to the amount of Seven Thousand Five Hundred (\$7500.00) Dollars, and Mrs. Ethel Miller, to the amount of Five Hundred (\$500.00) Dollars, and

WHEREAS the First Parties are now unable to pay the interest on said notes and the taxes on said real estate, and are in default under the conditions of said Mortgage, and

WHEREAS both parties desire to avoid foreclosure and the costs of litigation, therefore,

It is mutually agreed by and between all of said parties that Harry F. Anderson, Trustee be and he is hereby authorized, empowered and directed by said First Parties to take possession of said mortgaged premises on March 1st, 1933, and to rent the same for the season of 1933 ending March 1st, 1934, and to rent said premises to the best possible advantage upon the best terms obtainable, he to be the judge of said terms, times of payment of rent, etc. and to collect the rents, pay the taxes on said real estate, make necessary repairs thereon and keep the buildings insured and out of the net profits thereof to apply the balance upon the interest past due, or to become due, and any further sum to be applied upon the principal of said debt, to the parties entitled thereto and in proportion to the amount of indebtedness held by each. This agreement to apply only for the time from March 1st, 1933, to March 1st, 1934, and no longer, and this agreement shall not be held to prevent a foreclosure of said mortgage at any time by said Second Parties, should they desire to do so.

If on Dec. 1, 1933, said First Parties are unable to settle by payment all delinquencies of interest and taxes due, said Second Parties, that they, said First Parties, will on said date execute and deliver a general warranty deed with possession of said premises to be given March 1st, 1934, to Harry F. Anderson, as Trustee for said Second Parties, or the holders of said indebtedness in satisfaction of said notes and mortgage.

To all of which Parties of the Second part do hereby mutually agree.

IN WITNESS WHEREOF, We have hereunto signed our names this 28th day of December A. D. 1932.

Guy W. Lenocker

Ora A. Lenocker
Parties of the First Part.

Harry F. Anderson
Trustee for E. C. Moorman & Ethel
Miller, Leslie A. Oldham, Adm. by
S. A. Hays, Atty.
Parties of the Second Part.

State of Iowa,)
) ss:
County of Madison)

On this 28th day of December A. D. 1932, before me S. A. Hays a Notary Public within and for said County, personally came Guy W. Lenocker and wife, Ora A. Lenocker personally to me known to be identical persons whose names are affixed to the above instrument as grantors and severally acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

NOTARIAL

SEAL

by hand and official seal the date last above written.

S. A. Hays,
Notary Public in and for Madison County, Iowa.