

## Mortgage Record, No. 83, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA. 28013-30

L. R. Brown,

#213

Filed for record the 27 day of January  
A. D. 1933 at 8:30 o'clock A. M.

To

Fee \$.70✓

Maggie Reese Hobbs, Recorder.  
Jessie Allgeyer, Deputy.

Federal Land Bank, of Omaha.

## AGREEMENT NOT TO CONVEY.

THIS AGREEMENT made this 28th day of Nov., 1932, between L. R. Brown and Mary M. <sup>Omaha</sup> Brown, husband and wife, as party of the first part, and THE FEDERAL LAND BANK, 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,

Part of the SW $\frac{1}{4}$  SE $\frac{1}{4}$  & part NW $\frac{1}{4}$  SE $\frac{1}{4}$  Section 33 and E $\frac{1}{2}$  SE $\frac{1}{4}$  & part of W $\frac{1}{2}$  SW $\frac{1}{4}$  Section 34 in Twp. 76 Range 26 and part of fr. NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 3 in Twp. 75 North, Range 26 West of the 5th P. M.

It being intended to describe and include all of the land owned by 1st party herein upon which the Federal Land Bank of Omaha hold a first mortgage lien given by J. W. Shearer and the said land being also fully described in a mortgage of record in Book 65 page 208 Madison County, Iowa, records being a mortgage by said J. W. Shearer to the Winterset Savings Bank.

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(said mortgage being recorded in Book 63, at page not given, 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 party 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.

L. R. Brown  
Parties of the first part.

(CORPORATE SEAL)

THE FEDERAL LAND BANK OF OMAHA,

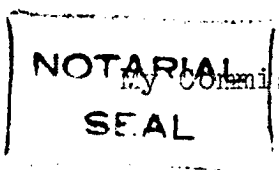
By A. Rapperml Jr. ?  
Party of the second part.

State of Iowa )  
County of Polk ) ss.

On this 28th day of Nov., 1932, before me, E. A. Tyler, a Notary Public in and for said State and County, personally appeared L. R. Brown 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.

E. A. Tyler  
Notary Public in and for  
said County.



My commission expires July 4, 1933.