

Mortgage Record, No. 83, Madison County, Iowa

corporation, by it voluntarily executed.

NOTARIAL
SEAL

Florence L. Conway
Notary Public in and for Scott
County, Iowa.

Harley R. Ogburn,
To
Federal Land Bank of
Omaha.

#969
Fee \$.70✓

Filed for record the 6th day of May
A. D. 1933 at 10:47 o'clock A. M.

Maggie Reese Hobbs, Recorder.
Jessie Allgeyer, Deputy.

AGREEMENT NOT TO CONVEY

THIS AGREEMENT made this 14th day of Jan., 1933, between Harley R. Ogburn, 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,

W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ and SW $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 35 in Twp. 75 North, Range 27

It being intended to describe in full the premises owned by the 1st party upon which the 2d party now holds a first mortgage loan of record.

(said mortgage being recorded in Book 63, at page 550, 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. Except that in event a purchaser assumes and agrees to pay the mortgage loan and providing all delinquent or extended items and taxes have been paid or said purchaser shall enter a like agreement such purchaser shall be granted an approval.

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.

Harley R. Ogburn

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Parties of the first part.

(CORPORATE SEAL)

THE FEDERAL LAND BANK OF OMAHA,

By A. Kopperud Tr
Party of the second part.
A. Kopperud, Tr.

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BOONE BLANK BOOK CO., BOONE, IOWA 23018-30

STATE OF TEXAS,)
County of Gregg) ss.

On this 21 day of Jan., 1933, before me, H. Monroe Howard a Notary Public in and for said State and County, personally appeared Harley R. Ogburn to me known to be the person 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.

NOTARIAL
No expiration
My Commission expires Appointed by Legislature

H. Monroe Howard
Notary Public in and for said County.

the 21st day of May