

2019-02171
RECORDED: 03/01/2019 09:30:10 AM
RECORDING FEE: 7.00
IOWA E-FILING FEE: 3.00
TOTAL FEE: 10.00
TRANSFER TAX: 0.00
MARK BRANDENBURG, RECORDER
POTTAWATTAMIE COUNTY, IOWA

AGREEMENT NOT TO SELL
OR ENCUMBER REAL PROPERTY

In consideration and as security for a loan made or purchased by Security National Bank of Omaha (hereinafter called Lender) which loan was made for the benefit of David H. Edwards. The owner of real property described below and as evidenced by a promissory note in favor of David H. Edwards dated February 25, 2019, David H. Edwards, Owner and Lessor of the real property described below, hereby covenants and agrees with Lender as follows:

1. The real property referred to herein is located at 3400 S Expressway, Council Bluffs, IA 51501 and is described as follows:

Those parts of the North ½ of the Northeast ¼ of the Southwest ¼ of Section 12, Township 74 North, Range 44 West of the 5th P.M., in Council Bluffs, Pottawattamie County, Iowa, described as follows:

Commencing at the Northeast corner of the said N1/2 NE ¼ SW ¼ of Section 12; thence West 506 feet; thence South 231.9 feet; thence East parallel with the North line 506 feet; thence North 231.9 feet to the place of beginning; And Commencing at a point on the North and South centerline of said Section 12 which is 2177.8 feet North of the South Quarter Section corner; thence North on said centerline 224.3 feet; thence North 89°30' West 506 feet; thence South 224.3 feet; thence South 89°30' East 506 feet to the point of beginning.

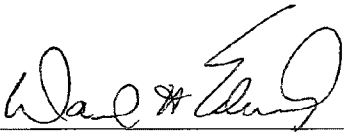
2. David H. Edwards will not create or permit any lien or any encumbrance (other than those presently existing) to exist on said real property and will not transfer, sell, assign or in any manner dispose of said real property or any interest therein without the prior written consent of Lender.

3. Lender is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Lender at its option may elect.

4. This agreement is expressly intended for the benefit and protection of Lender and all subsequent holders of the note described above.

5. This agreement shall remain in full force and effect until the loan described above shall have been paid in full.

Dated: February 25, 2019

BY: 

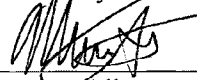
David H. Edwards

State of Iowa

County of Pottawattamie

On this 25th day of February, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David H Edwards, Personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he has executed the same, as his own free act and deed on behalf of the Estate.

Witness my hand and official seal.



Notary Public

