After Recording Return to:

Community Savings Bank

To

Mary Kaye Tucker Etal

196-2326
DELAWARE COUNTY, IOWA
FILED
'96 FEB 28 PM
BOOK 55 PAGE 56
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$16.00

Preparer Information Martin F. Butschi 201 E. Main Manchester Iowa 52057 (319) 927-4014
Name Street Address City, State, Zip Area Code-Phone

SPACE ABOVE THIS LINE FOR RECORDER

Date February 20, 19 96

Place Manchester, Iowa 52057

ASSIGNMENT OF REAL ESTATE CONTRACT

In order to induce the Community Savings Bank, Edgewood, Iowa 52042
Name and Address of Lender
or its Assigns (Lender) to make or renew, extend or modify the terms and conditions of a loan to Mary Kaye Tucker and Richard J. Tucker
and in order to provide security therefore, the undersigned hereby assigns to Lender all of their right, title and interest in and to a certain real estate contract Dated November 29, 1995, wherein Mary Keye Tucker and Richard J. Tucker, (is) (are) the Buyers and Margaret M. Tegeler (is) (~~are~~) the Sellers in the amount of $ 31,000.00 recorded in the Delaware County Recorder's office, City of Manchester, Iowa, on November 29, 19 95 as Instrument No. 176-1540 in Book 54 at Page 407 and involving real estate described as

The East one-third (E 1/3) of Lot One Hundred Thirty Nine (139), Manchester, Iowa, according to plat recorded in Book I, L.D., Page 284, subject to easements of record, in any.

It is understood and agreed that this assignment imposes no liability on the Lender unless it undertakes to assume the rights, liabilities, and obligations of Assignor by giving written notice of that intent to the Vendor and the Vendee.

Assignor further stipulates that no previous assignments of the contract has been made, that all terms of the contract have been or will be fulfilled and agrees that no additional assignments of the contract or any type conveyances of the real estate will be made without Lender's written consent.

Assignor agrees that upon fulfilling the terms of the contract and acquiring a deed thereto, they will execute a mortgage to Lender as additional or replacement security for payment of the note dated February 21, 19 96.

Mary Kaye Tucker

Mary Kaye Tucker

Richard J. Tucker

FILE No. 196-2326
RECORDING FEE $ 16.00
TRANSFER FEE $

FILED FOR RECORD THE 28 DAY OF February, 19 96 AT 4:00 O'CLOCK P M. BOOK 55 PAGE 56

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
TLD

NOTARY - INDIVIDUAL & PARTNERSHIP

STATE OF IOWA)
)ss
COUNTY OF DELAWARE)

I, Martin Butschi, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mary Kaye and Richard J. Tucker, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of February, A.D., 19 96

Martin Butschi
Notary Public
9/13/98

NOTARY - CORPORATION

STATE)
)ss
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, President and _____, Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the President and Secretary, respectively of _____, a corporation, appeared before me and acknowledged that they signed and sealed and delivered the said instrument as their free and voluntary act as such President and Secretary, respectively, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ___ day of _____, A.D., 19___.

_____
Notary Public

CONSENT TO ASSIGNMENT OF REAL ESTATE CONTRACT

Seller hereby consents to this assignment to Lender of the real estate contract and agreement between Margaret M. Tegeler, Seller, AND Mary Kaye Tucker and Richard J. Tucker, Buyer, copy attached and it is agreed that the undersigned will give written notice to Lender of any default in payments on said contract and will allow ninety (90) days' grace to Lender to cure such default after notice.

Margaret M. Tegeler

Margaret M. Tegeler

NOTARY - INDIVIDUAL & PARTNERSHIP

STATE OF IOWA)
)ss
COUNTY OF DELAWARE)

I, Martin Butschi, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Margaret M. Tegeler, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of February, A.D., 19 96.

Martin Butschi

Martin Butschi Notary Public

NOTARY - CORPORATION

STATE)
)ss
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, President and _____, Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the President and Secretary, respectively of _____, a corporation, appeared before me and acknowledged that they signed and sealed and delivered the said instrument as their free and voluntary act as such President and Secretary, respectively, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, A.D., 19___.

_____

Notary Public

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