

FILED NO 1505

BOOK 138 PAGE 139

97 OCT 14 AM 10 53

MICHELLE UTSELL
RECORDER
MADISON COUNTY IOWA

REC \$ 25.00
AUD \$ _____
R.M.F \$ 1.00

Prepared by Thomas T Tarbox, 1000 Equitable Building, Des Moines, IA 50309, 515/245-6789

Assignment of Real Estate Contract

In consideration of the sum of One Dollars (\$1 00) paid to the undersigned, the receipt of which is acknowledged, the undersigned, referred to as assignor, hereby sells, transfers, sets over, confirms, and assigned to John F Bortell and Victoria L Bortell, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, referred to as assignee, all right, title, and interest of purchaser in and under that certain contract of sale for real property entered into on August 29, 1979, by Glen E Bortell and Mary E Bortell, as sellers, and John F Bortell and William M Bortell, as purchasers, and recorded in Book 109 of Deeds, Page 453, of the Madison County Records

Assignees and Sellers acknowledge that the interest of William M Bortell was sold on contract to John F Bortell by real estate contract dated December 17, 1984, recorded December 19, 1984, in Book 118 of Deeds, Page 338, of the Madison County Records, and a deed in fulfillment of that contract was filed September 21, 1995, in Book 134 of Deeds, Page 752, of the Madison County Records

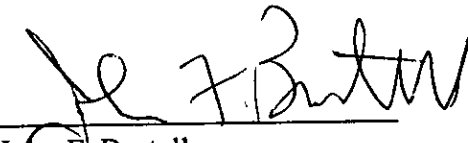
Assignor further hereby assigns, transfers, and sets over to assignee all right, title and interest of assignor in the real property described in the contract of sale and situated in Madison County, Iowa Reference is hereby made to the contract of sale for the description of the real property and other particulars

Assignor fully authorizes and empowers assignee to demand and receive, on performance of all the covenants and conditions of purchaser under the contract of sale, the deed conveying the real property, in the same manner and to the same extent as assignor could do in the absence of this assignment

In consideration of the assignment made to assignee, assignee assumes and agrees to pay the balance remaining due on the purchase price of the property, as provided in the contract of sale, and to perform all other obligations of the purchaser under the contract of sale and indemnify assignor against all claims of seller under the contract

The seller referred to above, as the present holder of the contract of sale and the owner of the real property described in the contract, has consented to this assignment their signatures to this instrument below

Executed on July ____, 1997



John F Bortell



Victoria L Bortell

Consent of Seller



As seller in the contract of sale referred to in the attached assignment, and as the present owner of the premises referred to in the assignment, I hereby consent to the assignment


Glen E Bortell


Mary E Bortell

Exhibit "A"

The South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) and the South Six (6) acres of the North Half ($N\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) and the South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$), all in Section Twenty (20), the North Half ($N\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) except a tract beginning at the Southeast corner thereof, thence North $8\frac{1}{2}$ rods, thence West $9\frac{35}{85}$ rods, thence South $8\frac{1}{2}$ rods, thence East $9\frac{35}{85}$ rods to the place of beginning, and also except 7.71 acres in the Southwest corner thereof being 47.75 rods East and West and 25 7 rods North and South, also a tract beginning 46 rods East of the Northwest corner of the Southwest Quarter ($SW\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$), thence East 44 rods, thence South 4 rods, thence West 44 rods, thence North 4 rods to the place of beginning, all in Section Twenty-nine (29) Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P. M. Madison County, Iowa

The South Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Twenty (20), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, and the Southwest Quarter ($\frac{1}{4}$) of the

Northeast Quarter ($\frac{1}{4}$) except a tract commencing at the Northwest corner thereof and running thence East 27 feet, thence in a Southwesterly direction in a straight line to a point 30 feet South of the point of beginning, thence North to the point of beginning; and all that part of the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) which lies South of Jones Creek and containing $25\frac{1}{2}$ acres, more or less, and the North Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) except the South 6 acres thereof and except the South 49 rods of the North 69 rods of the West 16 rods thereof; all in Section Twenty (20), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa.

All that part of the Southwest Quarter ($SW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) and the North 5 acres of the Northwest Quarter ($NW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Twenty-one (21) Township Seventy-five (75) North, Range Twenty-six (26), Madison County, Iowa, lying south and west of the Center of Jones Creek, containing approximately 19 acres, together with all easements and servient estates appurtenant thereto.

The North Half ($N\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty (20), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa

4.90 acres West of the Middle part of the West Half ($W\frac{1}{2}$) of the West Half ($W\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Twenty (20), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa

That part of the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Twenty (20), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, lying South of County Road G 60. This conveyance is subject to existing easements to repair, maintain and utilize the water from the well.

All that part of the Southeast Quarter ($SE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Twenty (20) lying North of Jones Creek, and all that part of the West 410 feet of the Southwest Quarter ($SW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-one (21) lying between the center of Jones Creek and the center of County Highway No. G-50 as the same now proceeds through said Southwest Quarter ($SW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$), all in Township Seventy-five (75) North, Range Twenty-six (26), containing in all, approximately 19 acres, together with all easements and servient estates appurtenant thereto.