

ASSIGNMENT OF AGREEMENT

The undersigned Timothy J. Green does hereby assign, convey, and sell to John E. England all right, title and interest in and to an Agreement, dated March 28, 1991. between A. John Martin, Becky L. Martin, Timothy J. Green, and Dorothy A. Gray, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein by this reference.


Dated on this 6th day of January, 1992 at Winterset, Iowa.

Timothy J. Green
Timothy J. Green

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 6 day of January, 1992, before me the undersigned, a Notary Public in and for said State, personally appeared Timothy J. Green to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Gordon R. Darling
Notary Public



FILED NO. 2365

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

REC 20.00
AUD

AGREEMENT

THIS AGREEMENT made and entered into by and among A. JOHN MARTIN and BECKY L. MARTIN, husband and wife, TIMOTHY J. GREEN, and DOROTHY A. GRAY, single.

WHEREAS, A. John Martin is purchasing certain real estate from Dorothy A. Gray, pursuant to a Real Estate Contract dated September 30, 1978, entered into by and between Ray W. Gray and Dorothy A. Gray, husband and wife, sellers, and A. John Martin and Marilyn Ruth Martin, buyers, which contract is recorded in Book 108, Page 512 of the Recorder's Office of Madison County, Iowa.

WHEREAS, A. John Martin is selling a portion of the real estate covered by the Gray-Martin contract to Green, which real estate is described as follows:

A parcel of land in the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Thirty (30), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Thirty (30), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence along the North line of said Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), North $84^{\circ}30'00''$ East, 331.91 feet, to the point of beginning. Thence continuing along said North line, North $84^{\circ}30'00''$ East, 447.77 feet; thence South $01^{\circ}45'14''$ East, 143.35 feet; thence South $51^{\circ}52'23''$ West, 552.93 feet; thence North $01^{\circ}57'48''$ West, 442.00 feet to the point of beginning. Said parcel of land contains 3.000 Acres.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The parties agree that the downpayment of the Martin-Green contract shall be paid to Martin to pay the real estate commission, survey expense, abstracting and other expenses incurred in the Martin-Green sale. Any sums remaining shall be paid to the escrow agent as provided in paragraph 2 of this agreement. Martin shall be entitled to retain all rent paid by Green to Martin.

2. The parties agree that Green shall make all other payments due on the Martin-Green contract to Jerrold B. Oliver as escrow agent. The escrow agent

EXHIBIT A

shall pay all amounts received from Green to Dorothy A. Gray to be applied by her to the balance due on the Gray-Martin contract. Upon payment of all sums due by Green on the Martin-Green contract, Gray agrees to execute and deliver a Warranty Deed to A. John Martin to the above-described real estate being purchased by Green.

Dated this 28th day of March, 1991.

A. John Martin
A. John Martin

Becky L. Martin
Becky L. Martin

Timothy S. Green
Timothy S. Green

Dorothy A. Gray
Dorothy A. Gray



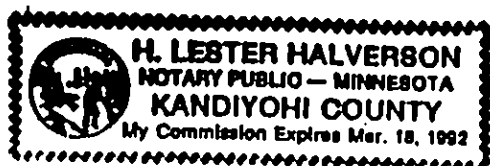
Jerrold B. Oliver agrees to act as escrow agent as provided in the above Agreement and to hold and apply all monies paid to him as stated in said Agreement.

Jerrold B. Oliver
Jerrold B. Oliver Escrow Agent

STATE OF MINNESOTA :
COUNTY OF KANDIYOH ss

On this 28th day of MARCH, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared A. John Martin and Becky L. Martin, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

H. Lester Halverson
Notary Public in and for the State of Minnesota



STATE OF IOWA :
: SS
COUNTY OF MADISON :

On this 2nd day of May, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy J. Green, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Irene D. Nolan
Notary Public in and for the State of Iowa

STATE OF IOWA :
: SS
COUNTY OF MADISON :

On this 2nd day of April, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Dorothy A. Gray to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



Irene D. Nolan
Notary Public in and for the State of Iowa