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RECORDED ✓  
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REC \$ 10.00  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00

FILED NO. 3230  
BOOK 133 PAGE 3  
94 MAY 23 AM 10:36

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

RE-ASSIGNMENT OF REAL ESTATE CONTRACT  
AND PROCEEDS FOR SECURITY PURPOSES

COME NOW Dorothy Martin and Albert E. Martin, wife and husband, and reassign, transfer and convey to The Sweeney Company a/k/a Sweeney Redden & Sweeney Agency, Inc., all of their right, title and interest in one certain real estate contract, the real estate described therein and the proceeds therefrom, said real estate contract between The Sweeney Company, seller, and Brad Sweeney and Becky Sweeney, purchasers, which was recorded in the Madison County Recorder's Office in Book 129, Page 734. Dorothy Martin and Albert E. Martin affirmatively state that the promissory note, a copy of which is attached hereto and made a part hereof, has been fully paid and The Sweeney Company a/k/a Sweeney Redden and Sweeney Agency, Inc., no longer owes us or either of us any money.

Dated this 17<sup>th</sup> day of May 1994.

Dorothy Martin  
DOROTHY MARTIN

Albert E. Martin  
ALBERT E. MARTIN

STATE OF IOWA )  
(ss:  
COUNTY OF WRIGHT )

On this 17<sup>th</sup> day of May 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Dorothy Martin and Albert E. Martin, wife and husband, 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.

Miriam Boelman  
NOTARY PUBLIC in and for the  
State of Iowa



PROMISSORY NOTE

\$ 30,000.00

May 7, 1992

FOR VALUE RECEIVED, the undersigned, each as principal, jointly and severally, promise(s) to pay to the order of Dorothy Martin

at 311 6th Avenue, N.E., Belmond, Iowa, the sum of Thirty Thousand and no/100 DOLLARS

with interest thereon from March 1, 1992, payable annually at the rate of 11 per cent per annum until payment hereof, as follows:

\$15,000 plus interest due March 1, 1993  
Balance due March 1, 1994

Interest, payable as aforesaid, shall first be deducted from the payment; any balance thereof to be applied on principal. Principal and interest not paid when due shall draw interest at the rate of \_\_\_\_\_% per annum payable as aforesaid. Upon default in payment of any interest, or any installment of principal, the whole amount then unpaid shall become due and payable forthwith, at the option of the holder without notice. The undersigned, in case of suit hereon, agrees to pay attorney's fees. Makers, endorsers and sureties waive demand of payment, notice of non-payment, protest and notice thereof. Sureties, endorsers and guarantors agree to all of the provisions of this note, and consent that the time or times of payment of all or any part hereof may be extended after maturity, from time to time, without notice.

Address 1121 E. Loop  
820 South, Box 8700  
Fort Worth, Texas 76124-0700  
Phone (817) 457-6700

By: Charles D. Sweeney  
Sweeney Redden & Sweeney Agency, Inc.  
aka The Sweeney Company  
Charles D. Sweeney, President  
By: James E. Sweeney  
James E. Sweeney, Secretary