

See Deed Record 114-238

COMPARED

FILED NO. 991

BOOK 129 PAGE 267

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IND. \_\_\_\_\_  
REC. \_\_\_\_\_  
PAGE \_\_\_\_\_

MICHELLE HUBLEY  
RECORDER  
MADISON COUNTY, IOWA  
Fee \$15.00

ASSIGNMENT OF REAL ESTATE CONTRACT-INSTALLMENTS  
SEPTEMBER 23, 1991

For value received, I, Barbara J. Stephens (formerly Sanders-single), do hereby irrevocably grant and convey to Frances E. Huser, C/O Larry Recker, 2601 N. Fremont, Tucson, Az. 85719, all of my interest in that certain Real Estate Contract-Installments (attached hereto and made a part hereof), dated the 1st day of August, 1980, by and between Barbara J. Sanders (Seller), and Frank L. Blakley and Carol E. Blakley (Purchasers).

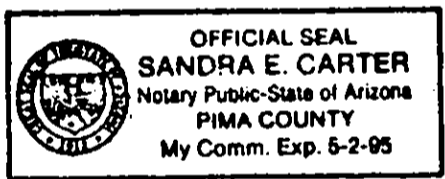
Frances E. Huser will receive a total of 118 monthly payments of not less than \$216.08 each, beginning on the 1st day of November, 1991 and continuing each month thereafter.

IN WITNESS WHEREOF, we have hereunto set our hand, this 23rd day of September, 1991.

SUBSCRIBED AND SWORN to before me this 4th day of October 1991,

[Signature]  
Notary Public

My Commission Expires:  
02/1 Day 95



[Signature]  
BARBARA J. STEPHENS - SELLER

SUBSCRIBED AND SWORN to before me this 4th day of October,

[Signature]  
Notary Public

My Commission Expires:  
11/15/93

Accepted By:  
[Signature]  
FRANCES E. HUSER

ABSTRACT #56956



not constitute such destruction of the proceeds of this contract, and any continuing or subsequent rights of Sellers of said real estate, shall be and continue in Sellers as joint tenants with rights of survivorship and not as tenants in common; and Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller (or Sellers) and to accept deed solely from him or them consistent with paragraph 13 below unless and except this paragraph is stricken from this agreement.

10V. "SELLERS" Spouse, if not titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose of relinquishing all rights of dower, homestead and distributive share and/or in compliance with section 561.13 Code of Iowa; and the use of the word "Sellers" in the printed portion of this contract, without more, shall not rebut such presumption, nor in any way enlarge or extend the previous interest of such spouse in said property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

11. TIME IS OF THE ESSENCE OF THIS AGREEMENT. Failure to promptly assert rights of Sellers herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

12. EXCEPTIONS TO WARRANTIES OF TITLE. The warranties of title in any Deed made pursuant to this contract (See paragraph 13) shall be without reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Easements of record, if any; (d) A limited by paragraphs 1, 2, 3 and 4 of this contract; (e) Sellers shall give Special Warranty as to the period after-equitable title passes to Buyers; (f) Spouse if not a titleholder, need not join in any warranties of the deed unless otherwise stipulated; (g) \_\_\_\_\_ (Mineral reservations of record?)

(h) \_\_\_\_\_ (Liens?) \_\_\_\_\_ (Easements not recorded?) \_\_\_\_\_ (Interests of other parties?) \_\_\_\_\_ (Lessees?)

13. DEED AND ABSTRACT, BILL OF SALE. If all said sums of money and interest are paid to Sellers during the life of this contract, and all other agreements for performance by Buyers have been complied with, Sellers will execute and deliver to Buyers a \_\_\_\_\_ Warranty Deed conveying said premises in fee simple pursuant to and in conformity with this contract; and Sellers will at this time deliver to Buyers an abstract showing merchantable title, in conformity with this contract. Such abstract shall begin with the government patent (unless pursuant to the Iowa State Bar Association title standards there is a lesser requirement as to period of abstracting) to said premises and shall show title therein in Sellers as of the date of this contract; or as of such earlier date if and as designated in the next sentence. This contract supersedes the previous written offer of Buyers to buy the above described property which was accepted by Sellers on the \_\_\_\_\_ day of \_\_\_\_\_ July \_\_\_\_\_ 19 \_\_\_\_\_ 80. Sellers shall also pay the cost of any abstracting due to any act or change in the personal affairs of Sellers resulting in a change of title by operation of law or otherwise. If any personal property is a part of this agreement, then upon due performance by Buyers, Sellers shall execute and deliver a Bill of Sale consistent with the terms of this contract. Sellers shall pay all taxes on any such personal property payable in 1980. And all taxes thereon payable prior thereto.

14. APPROVAL OF ABSTRACT. Buyers have \_\_\_\_\_ examined the abstract of title to this property and such abstract is \_\_\_\_\_ accepted.

15.1. FORFEITURE. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

15.2. FORECLOSURE. If Buyers fail, in any one or more of the specified ways to comply with this contract, as in (a), (b), (c), (d) or (e) of numbered paragraph 15.1 above provided, Sellers may upon thirty (30) days written notice of intention to accelerate the payment of the entire balance, during which thirty days such default or defaults are not removed, declare the entire balance hereunder immediately due and payable; and thereafter at the option of the Sellers this contract may then be foreclosed in equity and a receiver may be appointed to take charge of said premises and collect the rents and profits thereof to be applied as may be directed by the Court. It is agreed that the periods of redemption after sale on foreclosure may be reduced under the conditions set forth in Sections 628.26 and 628.27, Code of Iowa.

16. ATTORNEY'S FEES. In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the lien or title herein of Sellers, or in any other case permitted by law in which attorney's fees may be collected from Buyers, or imposed upon them, or upon the above described property, Buyers agree to pay reasonable attorney's fees.

17. INTEREST ON DELINQUENT AMOUNTS. Either party will pay interest at \_\_\_\_\_ percent per annum to the other on all amounts herein as and after they become delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disbursements.

18. ASSIGNMENT. In case of the assignment of this Contract by either of the parties, prompt notice shall be given to the other parties, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this Contract.

19. PERSONAL PROPERTY. If this contract includes personally, then Buyer grants Seller a security interest in such personally. In the case of Buyer's default, Seller may, at his option, proceed in respect to such personally in accordance with the Uniform Commercial Code of Iowa and treat such personally in the same manner as real estate, all as permitted by Section 554.9501(4), Code of Iowa.

20. CONSTRUCTION. Words and phrases herein, including acknowledgments hereof shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. See paragraph 10V, above, for construction of the word "Sellers."

21. SPECIAL PROVISIONS.

Executed Duplicate  
triplicate  
  
\_\_\_\_\_  
Barbara J. Sanders  
701 Loomis  
Des Moines, Iowa  
SELLERS'  
Sellers' Address

\_\_\_\_\_  
Frank L. Blakley  
Carol E. Blakley  
401 Little Beaver Drive  
Grimes, Iowa  
BUYERS  
Buyers' Address

STATE OF IOWA, \_\_\_\_\_ Polk COUNTY, ss:  
On this \_\_\_\_\_ day of August, A. D. 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Barbara J. Sanders, Frank L. Blakley, and Carol E. Blakley

\_\_\_\_\_  
Clarence Stennis  
Notary Public in and for said County and State

Real Estate Contract  
Installments  
TO \_\_\_\_\_  
Entered upon transfer books and for taxation this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ Auditor \_\_\_\_\_  
By \_\_\_\_\_ Deputy \_\_\_\_\_  
Filed for record, indexed and delivered to County Auditor this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in Book \_\_\_\_\_ of \_\_\_\_\_ on page \_\_\_\_\_ County Records. Recorder's and Auditor's Fee \$ \_\_\_\_\_ PAID  
By \_\_\_\_\_ Recorder \_\_\_\_\_ Deputy \_\_\_\_\_  
WHEN RECORDED RETURN TO \_\_\_\_\_