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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 44 day of October 1991.

Notary Public

My Commission Expires:

SUBSCRIBED AND SWORN to before

me the Mary ay of October

My Commission Expires:

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ABSTRACT #56956

OFFICIAL SEAL
SANDRA E. CARTER
Notary Public-State of Arizona
PIMA COUNTY
My Comm. Exp. 5-2-95

BARBARA J. STEPHENS - SELLER

Accepted By:

FRANCES E. HUSER

DEED RECORD 129

IOWA STATE BAR ASSOCIATION Official Form No. 211/2 (Trade-Mark Registered, State of Iowa, 1667)

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

(B)
19.

REAL ESTATE CONTRACT-INSTALLMENTS
IT IS AGREED this day of (ugust, 1980, by and between Barbara J.
Sanders, single
of the County Polk , State of lows, Sellers; and Frank L. Rlakley
and Carol E. Blakley, husband and wife
of the County of Palk: State of lowa, Buyers:
That the Sellers, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby agree with the Sellers to Purchase the following described real estate situated in the County of Madison State of lows, to-wit:
The South Half (1) of the Southeast Quarter (1) of the Southeast Quarter (2) put Section Twelve (12), in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa.
compliant with any gasements and servient estates appurtenant thereto, but with such reservations and exceptions of title as they be be with any conditions and certain personal property if and as may be herein described or if and as an itemized list is attached herein with marked "Exhibit A" all upon the terms and conditions following:
1. TOTAL PURCHASE PRICE. The buyer agrees to pay for sold properly the total of \$ 30,000.00 due and payable at 701 Loomis. Des Moines Polk County, towa, as tollows:
(a) DOWN PAYMENT of \$ 1,000.00 RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED: and (b) BALANCE OF PURCHASE PRICE, \$ 29,000.00 as follows \$
as IDIIOWS 3.
See Attached Addendum
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2. POSSESSION. Buyers, concurrently with due performence on their part shall be entitled to possession of said premises on the 1st day of
August
3. TAXES. Seliers shall pay all taxes due, pro rated to the date of possession.
end any unpoid taxes thereon payable in prior years. Buyers shall pay any takes not assumed by Sullers and all subsequent takes before some become delinquent. Whoever may be responsible for the payment of said taxes, and the special usuasstrants, if any, each year, shall furnish to the other perties evidence of payment of such items not later than July 15 of each year. Any proration of fuxes shall be based ones the taxes for the year currently payable suless the parties state effectives. (Decide, for yourself, if that formula is fair if Buyers are purchasing a lot with newly built improvements.)
4. SPECIAL ASSESSMENTS. Sellers shall pay the special assessments against this property: (Strile out either (a) or (b) below.)
(a) White id not pulle in the year 19 <u>-80</u> , would become definquent and all assessments payable prior thereto. 後次米米米米米米米米米米米米米米米 (1934)
(Date) (c) (b) is a squall scalable disposal issessments for overage charge heretatore assessed by any municipality having jurisdiction as of date of possession. Busers inscret as enough stated, shall pay all subsequent special assessments and charges, before they become definiquent.
5. MORTGAGE. Any mortgage or encumbrance of a similar nature against the said property shall be timely paid by Sellers so as not to prejudice the Buyers' eaunt, herein. Should Sellers rull to pay Buyers may day any such sums in iterault and shall receive credit on this contract for such sums so paid. MORTGAGE BY SELLEPS. Sellers, their successors in interest or assigns may, and hereby reserve the right to at any time mortgage their right, title or interest in
such premises or to renew to extend any existing meritages for any unuount not exceeding
4. INSURANCE. Excert is may be otherwise included in the list sentence of paragraph I(b) above, Buyers as and from said date of possession, shall constantly seen in force, insurance, premiums therefor to be previous by Buyers (without notice or demand) against loss by fire, tornado and other hazards, casuallist and continuousces as Seller may re-isonably require on all fouldings, and improvements now on or hereafter placed on said premises and any possonal properly and increase the seller's in the state of the content to content to expect the seller's in an arrowal first that content to a content to expect the seller's in an arrowal first that content to expect the seller's in an arrowal first that content to expect the seller's in an arrowal first than the full insurable value of such improve

- which may be the subject of this contract in companies to be resistably approved by Sellers in an amount not less than the full insurable value of such improvements and consider property or not less than the until distribute of the local before any such insurable sometimes with such insurance parable to Sellers and Buyers as their intercess box appears. BLYPERS SMALL PROMPTLY DECOST SUCH POLICY WITH PROPER RIDERS WITH SELLERS for the further security for the payment of the sums to be mechanised in the event of the payment of the sums to be mechanised. In the event of the payment of the property be intercubed in the some other reasonable application of such funds shall be made, but in any event such proceeds shall stand as security for the assument of the obligations herein. 7. CARL OF PROPERTY. Busers shall take good care of this property: shall keep the buildings and office in upprovements now or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove the same during the life of this contract. Tuyers shall not make any material afteration in said premises without the written consent of the Sellers. Busers shall not use or permit said premises without the written consent of the Sellers. Busers shall not use or permit said premises without the written consent of the Sellers.
- 8. LIENS. No mechanics lien shall be imposed upon or foreclosed against the real estate described herein.

 9. I ADVINCEMENT BY SELLERS. It Buyers lait to pay such tases special assessments and insurance and offert necessary repairs, as above agreed. Sellers but need not task such tases special assessments, insurance and payable on damand of task tasks and tasks are tasks as the control of sellers, be added to the principal amount due hereunder and so secured. (For Buyers' rights to make advancements, as a payable of sellers, be added to the principal amount due hereunder and so secured. (For Buyers' rights to make advancements, as a payable of sellers, be added to the principal amount due hereunder and so secured.

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or tribulation all trable of decree hardsearch and distribution characters in a general	and durces, in the event of the death of one of such joint tenants, agras to pay to accept deed solely from him or them consistent with paragraph 13 below the presumed to have executed this instrument only for the putpose of them with paragraph \$1.10 from and the use of the word "Sellers" in the
printed portion of this contract, without morn, shall not rebut such presumption, nor arriv, or in the sale proceeds, nor bind such spouts except as aforesaid, to the term	in any why enlarge or extend the previous interest of such spouse in sold prop-
weiter of any evisting of subsequent delault.	Deed made pursuant to this contract (See peragraph II) shall be without venants as may be shown of record; (c) Essemants of record, if any; (d) A st Warranty as to the period after-equitable title passes to Buyers; (l) Spouse
	(Wineral reservations of recording
· · · · · · · · · · · · · · · · · · ·	deliver to Buyers an abstract showing merchantable fille, in conformity with the lowe State Bar Association till estendards there is a lesser requirement as of the date of this contract; or as of such earlier date if and as designated in buy the above described property which was accepted by Sellers on the fracting thin to any act or it angle in the personal offairs of Sellers resulting in a religious egreement, then upon due performance by Buyers, Sellers shall execute
	act of title to this property and such abstract is accepted.
•	
ments or charges, or any part thereof, levied upon said property, or assessed egy (C) fail to keep the property insured; or (d) fail to keep it in reasonable repair made or required; then sellers, in addition to any and all other legal and equited cancel this contract as provided by law (Chapter 656 Code of lown). Upon comtion for money paid, or improvements made; but such parments and/or improve of taid property, and/or as liquidated damages for breach of this contract; and shall be in possession of said real estate or any part thereof, such party or partie may be treated as tenants holding over, unlawfully after the expiration of a lease	r as herein required; or [e] [eii] to cerform any of the agreements as herein ble remedies which they may have, at their eption, may proceed to forfeit and optetion of such forfeiture Buyers shall have no right of reclamation or compensaments if any shall be retained and kept by Sellers as compensation for the use upon completion of such forfeiture, if the Buyers, or any other person or persons as in possession shall at once peacefully remove therefrom, or feiling to do so and may accordingly be ousted and removed as such as provided by law. It to comply with this contract, as in [a], [b], {c}, {d} or {e} of numbered of intention to accelerate the navment of the entire balance, during which thirty inder immediately due and payable; end thereafter at the option of the Sellers to take charge of said premises and collect the rents and profits thereof to
·	Court to collect any sums pavable or secured herein, or to protect the fien y's fees may be collected from Buyers, or imposed upon them, or upon the above
17. IMTEREST ON DELINQUENT AMOUNTS. Either party will pay interest at a become delinquent, and/or on cash reasonably advenced by either party cursuant to the common of th	percent per annum to the other on all amounts herein as and after they thems of this confract, as protective disbursements.
me of such notice on lightly with a duplicate of such assignment by such assign	parties, promot notice shall be given to the other parties, who shall at the nors. 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	
19. PERSONAL PROPERTY. If this contract includes personally, then Buyer grant may, at his option, proceed in rescent to such personally in accordance with the Unit's	ts Seller a security interest in such personalty. In the case of Buyer's default, Setter
may, at his option, proceed in respect to such personalty in accordance with the Unite estate, all as permitted by Section SS4.9501(4), Code of lows. 20. CONSTRUCTION. Words and phrases herein including acknowledgments	orm Commercial Cook of lower and trest such personally in the same manner as rest. Thereof, shall be construed as in the singular or plural number, and as mesculine.
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