

COMPAREDFILED NO. **716**

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**ASSIGNMENT OF
REAL ESTATE CONTRACT**MICHELLE HYSLER
RECORDER
MADISON COUNTY, IOWA

1. ASSIGNOR; ASSIGNEE. This Assignment of Real Estate Contract is made this 29th day of August, 1991, by Clarence G. Lucas and Bellezora Lucas, as ASSIGNOR, to Clarence G. Lucas and Bellezora Lucas, as Trustees of the Clarence and Bellezora Lucas Revocable Trust, dated August 29, 1991, as ASSIGNEE.

2. REAL ESTATE CONTRACT. On January 23, 1991, that certain Real Estate Contract was executed by Clarence G. Lucas and Bellezora Lucas, husband and wife, as Seller, and Ken Henrichsen, as Buyer, recorded in DEED RECORD 128, PAGE 492, with respect to the following described real estate located in Madison County, State of Iowa:

The South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) and the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section thirty-two (§ 32) in Township Seventy-six North (T 76 N), Range Twenty-seven West (R 27 W) of the 5th P.M., Madison County, Iowa.

3. REVOCABLE TRUST AGREEMENT. On August 29, 1991, Clarence G. Lucas and Bellezora Lucas, as TRUSTOR, entered into that certain Clarence and Bellezora Lucas Revocable Trust, with Clarence G. Lucas and Bellezora Lucas as TRUSTEE (the "Trust").

4. POWER OF SALE. The following language, in pertinent part, granting Trustee the power of sale with respect to the property comprising the Trust estate, is contained in Article 9.1 of the Trust:

Powers of Trustee. Trustor grants to Trustee the continuing, absolute, discretionary power to deal with any property, real or personal, held in the trust estate or in any trust, as freely as Trustor might in the handling of Trustor's own affairs, including the full and complete power and authority to sell, mortgage, convey, distribute and otherwise dispose of all property being administered by Trustee. In addition, Trustee shall have all of the power authority, and discretion given a trustee under the laws of the State of Iowa on this date. Such powers may be exercised independently and without the prior approval of any court or judicial authority, and no person dealing with Trustee shall be required to inquire into the propriety of any of Trustee's actions.

5. ASSIGNMENT; RELINQUISHMENT OF DOWER. For value received, ASSIGNOR hereby grants, conveys, assigns and transfers all right, title and interest in and to the above-referenced Real Estate Contract to ASSIGNEE.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Executed effective as of the date first written above.

ASSIGNOR:

Clarence G. Lucas
Clarence G. Lucas

SPOUSE:

Bellezora Lucas
Bellezora Lucas

Bellezora Lucas
Bellezora Lucas

Clarence G. Lucas
Clarence G. Lucas

STATE OF IOWA)
)SS:
COUNTY OF POLK)

THIS IS TO CERTIFY that on this 29th day of August, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Clarence G. Lucas and Bellezora Lucas, to me known to be the identical persons named in and who executed the foregoing Assignment of Real Estate Contract and acknowledged to me that they executed the same as their voluntary act and deed.

Martin R. Anderson
Notary Public in and for Iowa

My Commission Expires: 9-20-93

