# ASSIGNMENT

ASSIGNMENT granted this 8th day of August, 1985, by Leonard D. Bunch and Frances C. Bunch, husband and wife, herein referred to as "Assignors", to Brenton Bank and Trust Company, herein referred to as "Assignee".

WITNESSETH:

WHEREAS Assignors conveyed a mortgage to Russel D. Richards and Joan C. Richards, husband and wife, upon real estate described as follows:

> E½ of the SE¼ of Section 22; W½ of the SW¼ of Section 23; SW¼ of Section 26; NE¼ of Section 27; the E½ of the SE¼ of Section 27; the NW¼ of the SE¼ of Section 27; the NE¼ of the NW¼ of Section 27 and the North 14 acres of the North side of the SE¼ of the NW¼ of Section 27, all in Township 74 North, Range 27 West of the 5th P.M., Madison County, Iowa,

which mortgage was dated February 29, 1980, and was filed on February 29, 1980, in Book 132, page 680, in the Office of the Madison County Recorder, and

WHEREAS Assignors are now in default upon the obligation secured by the aforesaid mortgage, and

WHEREAS the Mortgagees, Russel D. Richards and Joan C. Richards, husband and wife, have assigned all of their right, title, and interest in and to said mortgage to Assignee herein, and

WHEREAS Assignee has filed an action in the Iowa District Court for Madison County entitled Brenton Bank and Trust Company, Plaintiff, vs. Leonard D. Bunch, et al., Defendants, Equity No. 22640, seeking to foreclose upon said mortgage, and

WHEREAS in the aforesaid action filed in the Iowa District Court for Madison County Assignee has prayed for personal judgment against Assignors based upon the obligation secured by the mortgage, and

WHEREAS Assignors and Assignee wish to resolve the issue of Assignors' personal liability upon the obligation secured by the mortgage.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, ASSIGNORS AND ASSIGNEE AGREE:

1. That Assignors hereby assign to Assignee, unconditionally, all right, title, and interest which they may have in and to one certain real estate contract by and between Leonard D. Bunch and Frances C. Bunch, husband and wife, and Kathleen Siedhoff, which real estate contract was dated February 29, 1980, and was filed on February 29, 1980, in Book 109, page 680, in the Office of the Madison County Recorder, and which real estate contract was for the sale of real estate described as follows:

> E½ of the SE¼ of Section 22; W½ of the SW¼ of Section 23; SW¼ of Section 26; NE¼ of Section 27; the E½ of the SE¼ of Section 27; the NW¼ of the SE¼ of Section 27; the NE¼ of the NW¼ of Section 27 and the North 14 acres of the North side of the SE¼ of the NW¼ of Section 27, all in Township 74 North, Range 27 West of the 5th P.M., Madison County, Iowa.

2. Assignors further hereby assign to Assignee, unconditionally, any rights or remedies available to Assignors under one certain "Assignment", which assignment was dated June 16, 1980, by and between Leonard D. Bunch and Frances C. Bunch, husband and wife, and the United Missouri Bank of Milan, Milan, Missouri, which

STATE OF IOWA, MADISON COUNTY, ss. Inst. No. 348 Filed for Record this 20 day of August 19 85 at 4:31 PM
Book 120 Page 138 Recording Fee 15.00 Mary E. Welty, Recorder By _____ Deputy
Compared
M Welty

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assignment was filed on June 24, 1980, in Book 114, page 158, in the Office of the Madison County Recorder. By this assignment, Assignors assign to Assignee any choses in action, defense, rights, or remedies available to Assignors under said "Assignment".

3. In consideration for this assignment, Assignee does hereby release, acquit, and discharge Assignors from any personal liability upon the obligation secured by the mortgage conveyed by Assignors to Russel D. Richards and Joan C. Richards, which mortgage has been heretofore described, and Assignee hereby agrees to amend the petition filed in the Iowa District Court for Madison County and delete from said petition any prayer for personal judgment against Assignors individually or jointly.

4. Assignors further agree to execute in accordance with the terms of this ASSIGNMENT a quit claim deed transferring all of their right, title, and interest in and to the above-described real estate to Assignee, and to execute any other documents necessary to effect the transfer of any rights, remedies, choses in action, or other interests which Assignors may have in and to the above-described documents for the above-described real estate.

Executed the day and year first above written.

Leonard D. Bunch
Leonard D. Bunch

Frances C. Bunch
Frances C. Bunch

ASSIGNORS

BRENTON BANK AND TRUST COMPANY

By: Wayne H. Geadelmann

By: David A. Koch

ASSIGNEE

STATE OF ~~IOWA~~ Missouri )
Sullivan )ss:
~~DALLAS~~ COUNTY)

On this 8th day of August, 1985, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Leonard D. Bunch and Frances C. Bunch, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing ASSIGNMENT, to which this is attached and acknowledged that they executed the same as their voluntary act and deed.

Leman E. Atherton
Notary Public in and for the State of ~~Iowa~~ Missouri

Leman E. Atherton, Notary Public
Sullivan County, State of Missouri
My Commission Expires Oct. 9, 1988

STATE OF IOWA)
)ss:
DALLAS COUNTY)

On this 12th day of August, 1985, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Wayne H. Geadelmann and David A. Koch, to me personally known, who, being by me duly sworn, did say that they are the President and Vice President, respectively of said corporation executing the within and foregoing ASSIGNMENT, to which this is attached, that (no seal has been procured by the said) (the seal affixed thereto is the seal of said) corporation; that said ASSIGNMENT was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Wayne H. Geadelmann and David A. Koch as such

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officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

JANICE KUSEL
MY COMMISSION EXPIRES
September 8, 1985

Janice Kusel

Notary Public in and for the State of Iowa