Fee $10.00

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1985SEP 10 AM 9:48

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

ASSIGNMENT OF REAL ESTATE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of One Dollar ($1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, J. Dennis Roach and Marilyn A. Roach, husband and wife, hereinafter called the Assignors, do hereby sell, transfer, set over, and assign to Marilyn A. Roach, hereinafter called the Assignee, all right, title, and interest in and to a certain Real Estate Contract entered into on the 9th day of December, 1978, by and between the Executor of the Will Ira L. Peed, as Seller, and J. Dennis Roach and Marilyn A. Roach, husband and wife, as Buyers, that Contract being filed for record on the 26th day of October, 1979, Book 109 Miscellaneous Records at page 389 in the Office of the Madison County Recorder; the Assignors hereby selling, transferring, and assigning as well to the Assignee all the right, title, and interest in and to the property that was the subject of the aforementioned Contract in the County of Madison, State of Iowa, namely:

> The North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-two (22), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT Commencing at the North Quarter Corner of Section Twenty-two (22), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence S. 0°00' along the west line of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of said Section Twenty-two (22), 272.3 feet to the point of beginning; thence N 90°00' E. 414.6 feet; thence S. 0°00' 417.6 feet; thence S. 89°00' W. 414.7 feet to the West line of said North Half (N 1/2); thence N. 0°00' 424.8 feet to the point of beginning, containing 4.0088 Acres, including 0.3387 Acres of County Road Right-of-Way. Note: The west line of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-two (22), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M. is assumed to bear due North and South.

It is agreed by and between the Assignors and the Assignee that the Assignee assume all obligations, convenants, conditions, and payments as per the terms of the aforementioned Contract and hold the Assignors harmless thereon. The Assignors hereby fully authorize and empower the Assignee, on performance of those

obligations, covenants, conditions, and payments, to demand and receive of the vendors the Deed covenanted to be given in the Contract in the same manner to all intents and purposes as the Assignors might or could do were these presents not executed.

This instrument is exempt from a transfer tax pursuant to Iowa Code Section 428A.2 (1985), as amended, as an Assignment of an Executory Contract.

Dated this 9th day of September, 1985.

J. Dennis Roach, husband
Assignor

Marilyn A. Roach, wife
Assignor/Assignee

STATE OF IOWA:
SS:
KEOKUK COUNTY:

On this 9th day of September, A.D., 1985, before me the undersigned, a Notary Public in and for said County and State, personally appeared J. Dennis Roach and Marilyn A. Roach, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Julie R. Davis
Notary Public in and
for the State of Iowa

JULIE R. DAVIS
MY COMMISSION EXPIRES
September 28, 1986