ASSIGNMENT OF REAL ESTATE CONTRACT

FOR VALUE RECEIVED, Gary W. Patience and Monica L. Patience **of** Madison **County, Iowa, do hereby assign, transfer and set over to the EARLHAM SAVINGS BANK, OF Earlham, Madison County, Iowa, all our right, title and interest in and to one certain real estate contract, dated** 6-30-1982 **between** Robert Brown **as buyer and** Gary W. Patience & Monica L. ~~Patience~~ **as sellers of the following described real property, to-wit:**

The West Fractional Half (½) of the Southwest Ouarter (¼) and the Southeast Quarter (¼) of the Southwest Quarter (¼) and the West 10 Acres of the Northeast Quarter (¼) of the Southwest Quarter (¼) all in Section Eighteen (18), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, excepting therefrom approximately 2 Acres in a rectangular form extending approximately 370 feet East and West and 190 feet North and South located in the South Half (½) of the Southwest Fractional Quarter (¼) of said Section Eighteen (18). The exact boundary lines will be established by survey prepared by a registered engineer at Seller's expense and the legal description obtained therefrom will be merged into the Deed of conveyance.

123-736 Rec'd for record - Gary W. Patience and Monica L. Patience as filed Rec'd

Said contract being recorded in book 116 **on pages** 126 **on the** 20th **day of** July 1982 **in the office of the County Recorder of** MADISON **County, Iowa.**

Assignors further stipulate that no previous assignment has been made, that all terms of purchase contract have been or will be fulfilled and agree further that no additional assignment will be made of the reality specified under the aforementioned contract.

It is expressly stiplulated by the Assignors that this Assignment is given as partial security for the payment of notes dated March 11, 1983 **, in the amount of** $100,000.00 **notes are executed by the Assignors to the Assignee, and that the Assignee by acceptance of this agreement hereby acknowledges that this Assignment is for security purposes only and agrees to reconvey upon full payment of said Promissory notes and interest due thereon the real estate subject to this assignment.**

Assignors agree that upon fulfilling the terms of the purchase and sale contract and acquiring a deed therto, they will execute a real estate morgage to assignee as additional collateral, security for payment of notes dated N/A **and Assignor also agrees that this assignment includes the right of Assignee to receive payment according to the contract.**

Compared

Gary W. Patience

Gary W. Patience

Monica L. Patience

Monica L. Patience

FILED NO. 1405
BOOK 116 PAGE 520
1983 MAR 17 PM 1:57
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $6.00

IND. V
REC. V
PAGE V

#3. Limited Assignment of Contract
Earlham Savings Bank - Patience

We herewith accept the foregoing Assignment and agree to reconvey as therein Stipulated.

Dated this 11th day of March, 1983.

EARLHAM SAVINGS BANK

By: Robert J. Kress
(Robert J. Kress, Vice President)

By: Jean Daggett
(Jean Daggett, Cashier)

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 11th day March, 1983, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Robert J. Kress and Jean Daggett, to me personally known, who, being by me duly sworn, did say that they are the Vice Prisident and Cashier, respectively, of said corporation executing the within and foregoing instrument: that said instrument was signed on behalf of said corporation by authority of its' Board of Directors; and that the said Robert J. Kress and Jean Daggett as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

Carolyn Moore

Carolyn Moore, Notary Public in and for the State of Iowa

ASSIGNMENT OF REAL ESTATE CONTRACT

FOR VALUE RECEIVED, Gary W. Patience and Monica L. Patience **of** Madison **County, Iowa, do hereby assign, transfer and set over to the EARLHAM SAVINGS BANK, OF Earlham, Madison County, Iowa, all our right, title and interest in and to one certain real estate contract, dated** 6-30-1982 **between** Robert Brown **as buyer and** Gary W. Patience & Monica L. Patience **as sellers of the following described real property, to-wit:**

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Said contract being recorded in book 116 **on pages** 126 **on the** 20th **day of** July 1982 **in the office of the County Recorder of** MADISON **County, Iowa.**

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Gary W. Patience

Gary W. Patience

Monica L Patience

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Compared

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MADISON COUNTY, IOWA
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IND. V
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For Assignment of Contract to Gary W. Patience and Monica L. Patience see also Deed Rec 123-736

#3. Limited Assignment of Contract
Earlham Savings Bank - Patience

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Dated this 11th day of March, 1983.

EARLHAM SAVINGS BANK

By: Robert J. Kress
(Robert J. Kress, Vice President)

By: Jean Daggett
(Jean Daggett, Cashier)

STATE OF IOWA :
: SS
MADISON COUNTY :

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Carolyn Moore

Carolyn Moore, Notary Public in and for the State of Iowa