ASSIGNMENT

On this 24 day of February, 1984, Charles J. Zeimet and Carol V. Zeimet, husband and wife, hereafter Assignors, and Richard A. Weems and Cynthia E. Weems, husband and wife, hereafter Assignees, entered into this Assignment.

WHEREAS:

1. Assignors are purchasers under a real estate contract dated April 30, 1981, and filed for record on May 5, 1981, in the office of the Madison County Recorder in Book 115 at Page 39, hereafter the "Contract", and

2. The contract concerns the following described real estate, to-wit:

A parcel of land described as commencing at the Southwest corner of the Southwest quarter (SW 1/4) of Section 13, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, thence North 83°25' East 470.0 feet along the centerline of a county road to the point of beginning. Thence North 0°00' 530.0 feet, thence North 83°25' East 413.7 feet, thence South 0°00' 530.0 feet, thence South 83°25' West 413.7 feet to point of beginning containing 5.000 acres including 0.377 acres of county road right of way.

3. The Assignees desire to purchase the above described real estate from Assignors and assume their position under the real estate contract and Assignors are willing to transfer their interest to Assignees.

IT IS THEREFORE mutually understood and agreed that in C.J.Z. R.A.W. consideration of payment of $9792.78 by Assignees, the receipt of which is acknowledged,

1. That Assignors will assign, convey, sell and transfer all right, title, and interest in and to the "Contract" and the real estate described hereinabove and any easements of record, to the Assignees.

2. That Assignors will assume all responsibilities, liabilities and obligations of Assignors under said Contract and agree to hold Assignors harmless thereunder.

These liabilities include, but are not limited to:

A. Payments to the Seller under the Contract.

B. Real estate taxes beginning with 100% of the C.J.Z. C.W. R.W. payment due in September 1984 and 100% of the payments due thereafter. Assignors shall pay real estate previously due and payable.

3. That in addition to the consideration shown above, C.J.Z. C.W. R.W. Assignees shall pay Assignors on the date of closing for the amount of propane remaining in the tank at the rate of $.679 per gallon; there are 500 gallons for a total of $340.00.

Witness our hands this 24 day of February, 1984.

ASSIGNORS

Charles J. Zeimet
Charles J. Zeimet

Carol V Zeimet
Carol V. Zeimet

Compared

FILED NO. 1555
BOOK 117 PAGE 571
1984 MAR -2 PM 4:26
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $9.00 3pgs

Subscribed and sworn to before me by Charles J. Zeimet and Carol V Zeimet, this 24 day of February, 1984.

Notary Public

ASSIGNEES

Richard A. Weems

Cynthia E. Weems

Subscribed and sworn to before me by Richard A Weems and Cynthia E Weems, this 24 day of February, 1984.

Notary Public

ACKNOWLEDGMENT OF ASSIGNMENT AND RELEASE

The undersigned are the Sellers under the contract referred to in the above agreement and hereby acknowledge the Assignment of that contract by Assignors, Charles J. Zeimet and Carol V. Zeimet to Richard A. Weems and Cynthia E. Weems, and in consideration of the assumption of the liabilities under the contract by Richard A. Weems and Cynthia E. Weems forever release said Charles J. Zeimet and Carol V. Zeimet from any liability, obligation or responsibility under that contract or concerning said real estate from any liability after the date of this Acknowledgment.

Kenneth L. Doudna

Grace K. Doudna

Subscribed and sworn to before me by Kenneth L. Doudna and Grace K. Doudna, this 2 day of March, 1984.

Notary Public

JANE L. KLINKNER