Date February 3 ,1981

Place Winterset, Iowa

ASSIGNMENT OF REAL ESTATE CONTRACT

In order to induce the Union State Bank, Winterset, Iowa to make a loan to the undersigned borrowers do hereby assign all of their right, title and interest in and to a certain Real Estate Contract, described below, to said Union State Bank:

That certain Real Estate Contract dated May 3,1978, wherein Rodger O. Cockrum and A. Kay Cockrum husband & wife, are the contract vandees, and Willis M. Smith and Donna L. Smith, husband & wife, are contract vendors in the amount of $185,000.00, recorded in the County Recorder's Office of Madison County, City of Winterset, Iowa, on June 12th, 1978, in Book 108, on Page 64, covering the following described realty, to wit:

The South Half (S½) (except the South 87.5 acres of the Southwest Fractional Quarter; and except that part of the Southwest Quarter described as beginning 1049' South of the Northwest Corner of said Southwest Quarter, thence North 1049' thence East 2163' thence South Easterly 1103.7' to a point which is 2428.8' East of the point of beginning, thence West 2428.8' to the point of beginning) of Section Eighteen (18), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

COMPARED

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $3.00

It is distinctly understood, however, that this assignment imposes no liability on the assigness thereof, unless and until asid Union State Bank Assignee, undertakes to assume the rights, liabilities, and obligations under said Real Estate Contract, by written notice, given by it to the contract vendor or contract vendee.

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 realty specified under the aforementioned contract.

Assignors agree that upon fulfilling the terms of the purchase of sale contract and acquiring a deed thereto, they will execute a real estate mortgage to assignee as additional collateral security for payment of a Note dated February 3, 19 81.

Rodger O. Cockrum
Rodger O. Cockrum

A. Kay Cockrum
A. Kay Cockrum

STATE OF Iowa
COUNTY OF Madison

I, Letty J Rhoads, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rodger O. Cockrum and A. Kay Cockrum personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth; including the release and waiver of the right of homestead.

Given under my had and notarial seal, this 3 day of February 1981.

(NOTARIAL SEAL)

Letty J Rhoads Notary Public

LETTY J. RHOADS
MY COMMISSION EXPIRES
September 30, 1982

My Commission expires 9-30-82

see Deed Rec 122-711