Date July 14 19 81

Place Marshalltown, Iowa

## ASSIGNMENT OF REAL ESTATE CONTRACT

In order to induce SECURITY SAVINGS BANK, Marshalltown, Iowa, to make a loan to the undersigned and in order to provide security, in part, therefore, 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 SECURITY SAVINGS BANK:

That certain Real Estate Contract dated May 1, 1974, wherein Rodger O. Cockrum and A. Kay Cockrum, husband and wife are the contract vendees and Craig Wambold is contract vendor in the amount of $52,000.00, recorded in the County Recorder's Office of Madison County, City of Winterset Iowa, on February 7, 1975, in Book 104, on Page 561, covering the following described realty, to wit:

The Southeast Quarter of the Southwest Quarter of Section 21, Township 77 North, Range 28, West of the 5th P.M., Madison County, Iowa; and
The Northwest Quarter of the Northeast Quarter of Section 28, Township 77 North, Range 28, West of the 5th P.M., Madison County, Iowa.

It is distinctly understood, however, that this assignment imposes no liability on the assignees thereof, unless and until said SECURITY SAVINGS BANK, Marshalltown, Iowa, 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.

This Assignment shall stand as security for all notes and for any and all future advances made by the holder of said note to the assignors in any amount so that the total principal herein does not exceed $50,000.00 and assignee is hereby given authority, to make any such additional advances to Assignors herein, upon their signed order or receipt, and secured as the original obligation herein. Such limitation upon the total amount of principal shall not be considered as limiting the amounts secured hereby if for accruing interest or for any amount for any protective disbursement advanced, or that may be taxed as costs to protect the security for loan or loans made, in accordance with the terms and provisions contained in this mortgage. THIS PARAGRAPH SHALL NOT CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL LOANS IN ANY AMOUNT. This Assignment shall specifically, without limitation secure the real estate mortgage of even date hereof for a period of five years from the date hereof and all payments thereon for said five-year period shall be paid directly to assignee.

Assignment of Real Estate Contract 114 - 710

Compared

FILED NO. 61
BOOK 115 PAGE 188

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

IND. ✓
REC. ✓
PAGE ✓

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Craig Wambold
Craig Wambold

Barbara J. Wambold
Barbara J. Wambold

NOTARY ACKNOWLEDGMENT

State of Iowa

County of Marshall

I, Sandra L. Linsenmeyer, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Craig Wambold & Barbara J. Wambold husband & wife, personally known to me to be the said person whose name is subscribed to the foregoing instrument, appeared before me this date in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of July, 1981

Sandra L. Linsenmeyer
Sandra L. Linsenmeyer, Notary