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ASSIGNMENT OF REAL ESTATE CONTRACT

FOR VALUE RECEIVED, MARK J. KARLS AND SUSAN E. KARLS of DALLAS 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 9-11-1980 between MARK J. KARLS AND SUSAN E, KARLS as buyerS and BRUCE T. BURKLAND AND CHERYL L. BURKLAND as sellers of the following described real property, to-wit:

THE EAST 180 FEET OF THE NORTH 51 FEET OF OUT LOT THREE (3) OF OUT LOTS TO ACADEMY ADDITION TO THE TOWN OF EARLHAM, MADISON COUNTY, IOWA, AND ALL THEIR RIGHT, TITLE AND INTEREST IN ANDTO AN EASEMENT FOR INGRESS, EGRESS AND DRIVEWAY PURPOSES OVER AND ACROSS THE EAST 180 FEET OF THE SOUTH 9 FEET OF THE NORTH 60 FEET OF OUT LOT THREE (3) OF OUT LOTS TO ACADEMY ADDITION TO THE TOWN OF EARLHAM, MADISON COUNTY, IOWA.

Said contract being recorded in book 49 on pages 647 on the 18th day of SEPTEMBER 1980 in the office of the County Recorder of Dallas County, Iowa. and amended 4-22-1983 and amendment filed 4-29-1983 in book 51 and on page 181. 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 4-22-1983, in the amount of 10367.60 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 4-22-83 and Assignor also agrees that this assignment includes the right of Assignee to receive payment according to the contract.

Mark J Karls
MARK J KARLS

Susan E Karls
SUSAN E, KARLS

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1983 APR 29 PM 2:06

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee 6.00

IND. ✓
REC. ✓
PAGE ✓

STATE OF IOWA, MADISON COUNTY, ss:

On this 22nd day of APRIL, A.D., 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MARK E. KARLS and SUSAN E. KARLS husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Robert J. Kress

Robert J, Kress, Notary Public in and for said County and State.

#3. Limited Assignment of Contract
Earlham Savings Bank

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

Dated this 22ND day of APRIL, 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 22ND day APRIL, 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 Iowa NOTARIAL SEAL

Carolyn Moore

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