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BOOK 51 PAGE 610
1984 MAR 12 PM 4:11
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $12.00

Compared

ASSIGNMENT OF REAL ESTATE CONTRACT AS COLLATERAL FOR BANK LOAN

In consideration for any loan or loans which may be made by FARMERS & MERCHANTS STATE BANK of Winterset, Iowa, hereinafter referred to as the "Bank", to

Richard C. Loest and Rene S. Loest , hereinafter referred to as "Assignors", and to secure and to provide for the payment of any and all such loans, and any and all notes which may be issued to evidence any such loan or loans, the Assignors hereby assign, transfer and set over to the Bank, all of their right, title and interest in a certain real estate contract between

Richard C. Loest and Rene S. Loest , as Sellers, and

Clifford B. Daugherty and Christie L. Daugherty , as Buyers, together with all sums due and to become due thereon. See copy of said contract attached hereto.

the Buyers under said real estate contract, will hereafter be referred to as "Buyers".

1. Payment on Contract. It is understood that Buyers will make all payments due on the said real estate contract with Assignors to the Bank at its office in Winterset, Iowa. The Bank, in its discretion, may take any action or proceedings, either in its own name or in the names of the Assignors, or otherwise, which the Bank may deem necessary or advisable under the circumstances. It is expressly understood and agreed, however, that the Bank shall not be required or obliged in any manner to make any demand, or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present, or to file any claims, or to take any action to collect or enforce the payment of any amount or amounts which may be or become due or payable under the above-described real estate contract.

2. Application of Monies Received by Assignee. The Assignors agree that any and all monies received by the Bank from either the Buyers, the Assignors, or anyone else, by virtue of this Assignment, may be applied by the Bank toward the payment of any and all loans and any and all obligations that the Assignors have to the Bank. Application of amounts as between principal and interest and as between particular obligations is to be in the absolute discretion of the Bank. Any residue of such payments which remains after the payment in full of all such obligations, indebtednesses, and liabilities of the Assignors to the Bank shall be paid by the Bank to the Assignors.

For Release of this Assignment see Deed Rec 51 - 137

3. Further Assurances. The Assignors further agree that they will, at any time, upon the request of the Bank, execute and deliver such further documents and do such other acts and things as the Bank may specify for the purpose of further assurances, or effecting the purposes of this assignment, and otherwise do any and all things and acts which the Bank may request in order to perfect this assignment.

4. Warranties. The Assignors hereby warrant that they are legally competent to make this assignment, that they have not transferred, or assigned, or encumbered the said real estate contract or any rights or interests therein, or any monies due or to become due or payable thereunder, and that no proceedings in bankruptcy or insolvency or otherwise at law and equity, which would affect their rights under the said real estate contract, are pending against them.

5. Benefits. The covenants and warranties that the Assignors set forth herein shall inure to the benefit not only of the Bank but of its successors and assigns.

6. Remedies. The rights and remedies of the Bank hereunder are cumulative and are not in lieu of but are in addition to any other rights and remedies which the Bank may have under the provisions of any promissory note or agreement, or otherwise.

DATED this 2nd day of March, 1984,

Richard C. Loest

Richard C. Loest

Rene S. Loest

Rene S. Loest

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 2nd day of March, 1984, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard C. Loest and Rene S. Loest, to me personally 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.

JoAnn M. Houston

JoAnn M. Houston
Notary Public in and for the State of Iowa

JO ANN M. HOUSTON

IOWA STATE BAR ASSOCIATION
Official Form No. 21.2 (Trade-Mark ... stered. State of Iowa 1967)
FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

Exhibit

REAL ESTATE CONTRACT (SHORT FORM)

It Is Agreed between Richard L. Loest and Rene S. Loest, husband and wife,

of _____ County, Iowa, **Sellers,** and Clifford B. Daugherty and Christie L. Daugherty, husband and wife,

of _____ County, Iowa, **Buyers:**

That Sellers hereby agree to sell and Buyers hereby agree to buy the real estate situated in Madison County, Iowa, described as:

Commencing at the Southwest corner of Outlot Six (6) of the Original Town of Truro, thence running North 132 feet, thence East 180 feet, thence South 132 feet, thence West to the point of beginning, all in Madison County, Iowa,

together with all easements and servient estates appurtenant thereto, upon the following terms:

1. **TOTAL PURCHASE PRICE** for said property is the sum of --Forty-three Thousand and no/100-- Dollars ($43,000.00) of which None Dollars ($ --) has been paid herewith, receipt of which is hereby acknowledged by Sellers; and Buyers agree to pay the balance to Sellers at residence of Sellers, or as directed by Sellers, as follows:

Payable $346.00 per month, including interest, the first payment to be due April 5, 1983, and to continue to April 5, 1986, at which time the balance on the contract shall be due and payable.

2. **INTEREST.** Buyers agree to pay interest from March 21, 1983 upon the unpaid balances, at the rate of 9.0 per cent per annum, payable monthly annually.

3. **TAXES.** Sellers agree to pay 9/12ths of the real estate taxes for the fiscal year 7/1/82 through 6/30/83 payable in fiscal year 7/1/83 through 6/30/84, and any unpaid taxes thereon payable in prior years and any and all special assessments for improvements which have been installed at the date of this contract; and Buyers agree to pay, before they become delinquent, all other current and subsequent taxes and assessments against said premises. **Any proration of taxes shall be based upon the taxes for the year currently payable unless the parties state otherwise.***

4. **POSSESSION.** Sellers agree to give Buyers possession of said premises on or before March 21, 1983.

5. **INSURANCE.** Sellers agree to carry existing insurance until date of possession and Buyers agree to accept the insurance recovery instead of replacing or repairing buildings or improvements. Thereafter until final settlement, Buyers agree to keep the improvements upon said premises insured against loss by fire, tornado and extended coverage for a sum not less than $ adequate or the balance owing under this contract, whichever is less, with insurance payable to Sellers and Buyers as their interests may appear, and to deliver policies therefor to Sellers.

6. **ABSTRACT.** Sellers agree to forthwith deliver to Buyers for their examination abstract of title to said premises continued to the date of this contract showing merchantable title in accordance with Iowa Title Standards. After examination by Buyers the abstract shall be held by Sellers until delivery of deed. Sellers agree to pay for an additional abstracting which may be required by acts, omissions, death or incompetency of Sellers, or either of them, occurring before delivery of deed.

7. **FIXTURES.** All light fixtures, electric service cable and apparatus, shades, rods, blinds, venetian blinds, awnings, storm and screen doors and windows, attached linoleum, attached carpeting, water heater, water softener, outside TV tower and antenna, attached fencing and gates, pump jacks, trees, shrubs and flowers and any other attached fixtures are a part of the real estate and are included in this sale except refrigerator, dining room light and antique telephone, which remain the property of Seller.

*Decide for yourself whether this form is right for you. Buyer is purchasing a lot with newly built improvements.

8. **CARE OF PROPERTY.** Buyers shall not injure, destroy or remove the improvements or fixtures or make any material alterations thereto without the written consent of Sellers, until final payment is made.

9. **DEED.** Upon payment of all sums owing by Buyers to Sellers by virtue of this contract, Sellers agree to contemporaneously execute and deliver to Buyers a warranty deed upon the form approved by The Iowa State Bar Association and which shall be subject to:

(a) Liens and encumbrances suffered or permitted by Buyers, and taxes and assessments payable by Buyers.

(b) Applicable zoning regulations and easements of record for public utilities and established roads and highways.

(c)

10. **FORFEITURE AND FORECLOSURE.** If Buyers fail to perform this agreement in any respect, time being made the essence of this agreement, then Sellers may forfeit this contract as provided by Chapter 656 of the Iowa Code and all payments made and improvements made on said premises shall be forfeited; or Sellers may declare the full balance owing due and payable and proceed by suit at law or in equity to foreclose this contract, in which event Buyers agree to pay costs and attorney fees and any other expense incurred by Sellers. It is agreed that the periods of redemption after sale on foreclosure may be reduced under the conditions set forth in Sections 628.26 and 628.27, Code of Iowa.

11. **PERSONAL PROPERTY.** If this contract includes personalty, then Buyer grants Seller a security interest in such personalty. In the case of Buyer's default, Seller may, at his option, proceed in respect to such personalty in accordance with the Uniform Commercial Code of Iowa and treat such personalty in the same manner as real estate, all as permitted by Section 554.9501(4), Code of Iowa.

12. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHT IN REAL ESTATE.** If, and only if, the Sellers, immediately preceding this sale, hold the title to the above described property in joint tenancy, this sale shall not constitute a destruction of that joint tenancy. In that case, all rights of the Sellers in this contract, in the proceeds thereof, and in any continuing or recaptured rights of Sellers in said real estate, shall be and continue in Sellers as joint tenants with full rights of survivorship and not as tenants in common. Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller and to accept deed executed solely by such survivor; but with due regard for the last sentence of paragraph 6, above.

13. **"SELLERS."** Spouse, if not a titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose of relinquishing all rights of dower, homestead and distributive share and/or in compliance with section 561.13 Code of Iowa; and the use of the word "Sellers" in the printed portion of this contract, without more, shall not rebut such presumption, nor in any way enlarge or extend the previous interest of such spouse in said property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

14. (Here add further terms or provisions) In the event a new mortgage is executed, Buyer agree to pay all costs involved therein.

Words and phrases herein shall be construed as singular or plural and as masculine, feminine or neuter gender according to the context

Dated this 11th day of March 19 83

Clifford B Daugherty
Clifford B. Daugherty

Richard C. Loest
Richard C. Loest

Christie L. Daugherty
Christie L. Daugherty **BUYERS**

Rene S. Loest
Rene S. Loest **SELLERS**

Buyers' Address

Sellers' Address

STATE OF IOWA, Madison COUNTY, ss:

On this 11th day of March, A. D. 19 83, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard C. Loest and Clifford B. Daugherty and Rene S. Loest and Christie L. Daugherty

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

Ernest L Shirley
Ernest L. Shirley, Notary Public in and for State.

Real Estate Contract (Short Form)

TO

deed rec.

Entered for taxation the _____ day of _____, 19__
_____ Auditor
By _____ Deputy

Filed for record the 8 day of November, 19 83
at 11 o'clock AM. and recorded in Book 51 at page 473
of Adair County Records.
_____ Recorder
By _____ Deputy

WHEN RECORDED RETURN TO

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