ASSIGNMENT OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Carl C. Nehring and Patricia A. Nehring husband and wife, in consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, and in order to secure a certain note for Twenty thousand and no/100---------- ($ 20,000.00) and interest and any and all joint or individual indebtedness, present or future, to Peoples Trust and Savings Bank, Indianola, Iowa, hereby assign to said Bank all our right, title and interest in and to a certain contract for sale of real estate ~~dated~~ Recorded in Book 44, Page 477 of the Madison County, Iowa records said contract between ourselves as vendors and Martin Lee Jacobs & Evelyn K. Jacobs as purchasers, in which we sold for the sum of Eighteen Thousand and no/100 dollars ($ 18,000..00) the following real estate, to wit:
A part of the Northeast Quarter (¼) of the Northeast Quarter (¼) of Section Twenty-three(23) in Township Seventy-five(75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, described as commencing 66 feet East of the Southeast corner of Lot Eight (8) in Block One (1) of Clanton's Addition of 1888 to the Town of St. Charles, and running thence North 132 feet, thence East 132 feet, thence South 132 feet, thence West 132 feet to point of beginning.

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We certify that the present unpaid balance on the contract payable to us is $ 16,146.00 and certify that proceeds of contract have not been previously assigned. We further certify that there are unpaid mortgages on the real estate in the present amount of $ ------. only to Peoples Trust & Saving s Bank, Indianola, Iowa.

We hereby authorize said Assignee, Peoples Trust and Savings Bank of Indianola, Iowa to collect the balance due on said contract and to enforce same, without liability however for failure to enforce same.

We have deposited at said Bank a deed in blank (the grantee's name being left in blank) and we authorize said Assignee to deliver said deed to the purchaser upon full payment of the purchase price or at Assignee's option and in the event said Assignee deems it desirable to do so, to insert its own name therein for the purpose of transferring said title to said Assignee, subject only to said contract and subject only to said Assignee's duty to account to us for any moneys received. Upon full payment of said note and any and all indebtedness to said Bank, this Assignment to be void; otherwise to be in full force and virtue.

Dated this 17 day of February, A.D., 19 73.

Carl C. Nehring

Patricia A. Nehring

STATE OF IOWA: SS:
WARREN COUNTY:

Be it Remembered, that on this 17 day of February A.D., 19 73, before me a Notary Public in and for said county and state personally appeared Carl C. Nehring and Patricia A. Nehring husband and wife, to me personally known to be the identical persons named in and who executed the above and foregoing instrument and acknowledged the execution of same to be their voluntary act and deed.

James Davies

Notary Public in and for said County.

James Davies

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee $2.50