Fee 4.50

FILED NO. 1251
BOOK 44 PAGE 455

1971 SEP 16 AM 11:42 M.M.

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

COMPARED

ASSIGNMENT OF CONTRACT AND CONVEYANCE

FOR VALUE RECEIVED, Elden L. Cumpston, Jr., a single person, does hereby assign and convey to Marjorie W. Hutte of Osceola, Iowa, all of my right, title and interest in and to a certain real estate contract, and the real property described therein in Madison County, Iowa, to-wit:

> The North Half (N/2)of the South Two-Thirds (S 2/3) of Lot Three (3) in Block Seventeen (17) of the Original Town of Winterset, Iowa, subject to the rights of the public in the East Twelve Feet(E 12') thereof for alley purposes and also all the furnishings, fixtures and equipment, including motion pictures equipment, now located in the building on said premises.

My interest and equity in said property evidenced by the following contract of sale of real estate and assignment as follows:

1. Real estate contract dated June 1, 1966 between Eben Hays and Grace Hays, husband and wife, sellers, and Carl Schwanebeck as buyer and recorded in County Recorder's office in Madison County, Iowa, in Book 41 on page 419, as amended and modified by instrument dated April 13, 1967 and filed for record in the same office in Book 39 on page 18.

2. Real estate contract dated February 6, 1968, between Carl Schwanebeck and Ruth G. Schwanebeck, sellers and Elden L. Cumpston, Jr., and James I. Phillips as buyers and recorded in County Recorder's office in Madison County, Iowa in Book 39 on page 90.

3. Assignment of James I. Phillips fo Elden L Cumpston, Jr., of all his right, title and interest in and to the contract, and the property covered thereby, dated February 6, 1968, and delivered with this assignment.

4. Assignment of contract recited in paragraph 1 pursuant to terms of contract referred to in paragraph 2 hereof from Carl Schwanebeck and being delivered as a part of this assignment.

The assignee herein in consideration of this assignment and conveyance, hereby accepts such assignment subject to the present balance due upon said original contract and hereby indemnifies the Assignor from all liability thereunder and therefrom.

The Assignor hereby authorizes the Vendors under the foregoing contracts, or their grantees or their successors in interest, to deliver to the Assignee herein named, the deed provided for in

said contract, with the same force and effect as if made and delivered to the undersigned.

Dated this day of August, A. D., 1971

(Elden L. Cumpston, Jr.)
ASSIGNOR

(Marjorie W. Hutte)
ASSIGNEE

PATRICIA R. HAGANS NOTARIAL SEAL

STATE OF IOWA
COUNTY OF Polk ss:

On this 23rd day of August, A. D., 1971, before me a Notary Public in and for the said County and State, personally appeared Elden L. Cumpston, Jr., a single person, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

(----------),
Notary Public in and for
said County and State.

PATRICIA R. HAGANS NOTARIAL SEAL

State of Iowa
County of Polk ss/

On this 23rd day of August, A.D., 1971, before me a Notary Public in and for the said county and State, personally appeared Marjorie W. Hutte, to me known to be the person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

NOTARY PUBLIC IN AND FOR POLK COUNTY
IOWA