ASSIGNMENT OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Glenn Earl Estell and ~~Catherine Jean Estell~~ husband and wife, in consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, and in order to secure ~~a~~ certain notesfor One Hundred Eight Thousand, Two Hundred Fourty Five ($ 108,245.00) 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 August 18, 1977 Recorded in Book 107, Page 66 of the Madison County, Iowa records said contract between ourselves as vendors and Douglas D. Dillavou and Deborah E. Hiewietas purchasers, in which we sold for the sum of Twenty Four Thousand and 00/100---------- ($24,000.00) the following real estate, to wit:

11.7 acres, more or less, with 325 foot frontage and 1326 foot deep plus a Northeast corner 222 feet deep by 354 feet wide, subject to survey, all in Section 24, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa.

Re-assignment by Peoples Trust & Savings Bank, Indianola, Iowa 1114-363

STATE OF IOWA, MADISON COUNTY, ss. Inst. No. 1090 Filed for Record this 5 day of December 1977 at 11:31 A.M. Book 107 Page 217 Recording Fee 2.50 Mary E. Welty, Recorder, By MEW Deputy

We certify that the present unpaid balance on the contract payable to us is $18,500.00 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 $ None after proceeds of herein described indebtedness is disbursed, except to herein named assignee.

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 19th day of November, A.D., 19 77.

Glenn Earl Estell
Glenn Earl Estell

Catherine Jean Estell
Catherine Jean Estell

STATE OF IOWA: SS:
WARREN COUNTY:

Be it Remembered, that on this ~~19th~~ 23 day of November A.D., 19 77, before me a Notary Public in and for said county and state personally appeared Glenn Earl Estell and Catherine Jean Estell, 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

DEED REC. 107 217