# 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 December 31, 1975 Recorded in Book 107 , Page 127 of the Madison County, Iowa records said contract between ourselves as vendors and Otto T. Bussanmas and Maxine Bussanmas as purchasers, in which we sold for the sum of Nine Thousand Five Hundred and 00/100-------- ($ 9,500.00 ) the following real estate, to wit:

Commencing at the Southeast corner of the Southwest Quarter (SW ¼) Section Twenty-four (24), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., thence West 300 feet, thence North 1162 feet, thence East 300 feet, thence South 1162 feet, to the point of beginning.

Corrected

STATE OF IOWA, MADISON COUNTY, ss. Inst. No. 1091 Filed for Record this 5 day of December 1977 at 11:32 A.M.
Book 107 Page 218 Recording Fee 2.50 Mary E. Welty, Recorder, By _____ Deputy
mw

We certify that the present unpaid balance on the contract payable to us is $ 5,600.00 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 23rd 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

Glenn Earl Estell & Catherine Jean Estell are called Rec. 1/14-492