FILED NO. 1121
BOOK 10 PAGE 224
1977 DEC -9 AM 8:10
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

IND. ✓
DEC ✓
PAID ✓

Date December 8, 1977

Place Winterset, Iowa

Loan No. (F)DL(B) 924795 10 02 DES

Fee 4.50

ASSIGNMENT OF REAL ESTATE CONTRACT

In order to induce the Small Business Administration, a federal agency with its principal office in Washington, D. C., and a District Office in Des Moines, Iowa, to make a loan to the undersigned and in order to provide security, in part, therefore, the undersigned borrowers do hereby assign all of their right, title and interest in and to a certain Real Estate Contract, described below, to said Small Business Administration:

That certain Real Estate Contract dated September 29, 1976, wherein Harold Phillip Libby and Sharon A. Libby, (is) (are) the contract vendee (vendees), and Marion R. Cameron and Opal Cameron are (is) contract vendor(s) in the amount of $ 57,500.00, recorded in the County Recorder's Office of Madison County, City of _____, Iowa, on October 4, 1976, in Book 106, on Page 144, covering the following described realty, to wit:

The Fractional Northwest Quarter (¼) of the Northwest Quarter (¼) of Section Four (4), containing 39.54 acres more or less; and the Fractional East Quarter (¼) of the Northeast Quarter (¼) of the Northeast Quarter (¼) of Section 5, containing approximately 10 acres more or less, all in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

It is distinctly understood, however, that this assignment imposes no liability on the assigness thereof, unless and until said Small Business Administration, Assignee, undertakes to assume the rights, liabilities, and obligations under said Real Estate Contract, by written notice, given by it to the contract vendor or contract vendee.

Assignors further stipulate that no previous assignment has been made, that all terms of purchase contract have been or will be fulfilled and agree further that no additional assignment will be made of the realty specified under the aforementioned contract.

Assignors agree that upon fulfilling the terms of the purchase of sale contract and acquiring a deed thereto, they will execute a real estate mortgage to assignee as additional collateral security for payment of a Note dated Dec. 8, 19 77.

Harold Phillip Libby
Harold Phillip Libby a/k/a Harold P. Libby

Sharon A Libby
Sharon A. Libby

My Commission Expires: 9/30/80

NOTARY - Individual & Partnership

STATE OF Iowa)
) ss.
COUNTY OF Madison)

I, Jo Ann Allen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Harold Phillip Libby and Sharon A. Libby personally known to me to be the same person whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8 day of December, A.D., 19 77.

Jo Ann Allen
Notary Public

My Commission Expires: _____

NOTARY - Corporation

STATE OF)
) ss.
COUNTY OF)

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ President and _____ Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the President and Secretary, respectively of _____, a corporation, appeared before me and acknowledged that they signed and sealed and delivered the said instrument as their free and voluntary act as such President and Secretary respectively, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D., 19_____.

_____
Notary Public

My Commission Expires: _____

vw/an

for release of assignment see mtg 13-563

CONSENT TO ASSIGNMENT OF REAL ESTATE CONTRACT 1311

Consent is hereby given to assignment of real estate contract and agreement between: Marion R. Cameron and Opal Cameron, husband and wife AND Harold Phillip Libby and Sharon A. Libby, husband and wife copy of which is attached hereto, and it is agreed that the undersigned will give written notice to SMALL BUSINESS ADMINISTRATION of any default in payments on said contract and will allow SBA ninety (90) days' grace for SBA to cure such default after notice.

Marion R. Cameron
Marion R. Cameron

Opal Cameron
Opal Cameron

NOTARY - Corporation

STATE OF)
) ss.
COUNTY OF)

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ President and _____ Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the President and Secretary, respectively of _____, a corporation, appeared before me and acknowledged that they signed and sealed and delivered the said instrument as their free and voluntary act as such President and Secretary respectively, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D., 19_____.

_____
Notary Public

My Commission Expires: _____

NOTARY - Individual & Partnership

STATE OF Iowa)
) ss.
COUNTY OF Madison)

I, Susan J. McDonald, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Marion R. Cameron and Opal Cameron, personally known to me to be the same person whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of December, A.D., 19 77.

SUSAN J. McDONALD
MY COMMISSION EXPIRES

Susan J McDonald
Notary Public

WHEN RECORDED RETURN TO:

SMALL BUSINESS ADMINISTRATION
Disaster Office, Room 839
Legal Department
Federal Building, 210 Walnut
DES MOINES, IOWA 50309