DATE April 19, 1978 ✓ PLACE ST. CHARLES, IOWA 50240

LOAN NO:(F)DL(B)984552 10 02 DES

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 DECEMBER 23, 1968, wherein M. KATHLEEN BEAMAN and DALE E. BEAMAN, wife and husband; WALTER J. SEIBERT and SANDY H. SEIBERT, husband and wife; and DALE E. BEAMAN, GUARDIAN & CONSERVATOR OF WILLIAM C. SEIBERT, A MINOR is/are the contract vendors (sellers), and FRED A. BOWN and MARLENE S. BOWN, husband and wife, is/are the contract vendees (buyers) in the amount of $ 58,250.00, and recorded in the office of the County Recorder of MADISON County, at Book 97, Page 473 and concerning the following described real property, to wit:

The South Half (½) of the Northeast Quarter (¼) and all that part of the East Half (½) of the Southwest Quarter (¼) which lies North of the Railroad right of way and all that part of said 80-acre tract which lies South of said railroad right of way and North of the public highway and the Southeast Quarter (¼) of the Northwest Quarter (¼) and the North Half (½) of the Southeast Quarter (¼) except the right of way of the Chicago, Great Western Railroad Company, all in Section One (1), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,

STATE OF IOWA, MADISON COUNTY, ss. Inst. No. 2223 Filed for Record this 19 day of April 1978 at 2:00 P.M.
Book 107 Page 660 Recording Fee 2.50 Mary E. Welty, Recorder, By _____ Deputy

It is distinctly understood, however, that this assignment imposes no liability on the assignees unless and until said Small Business Administration as 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 the Note secured by this Assignment.

Fred A. Bown
FRED A. BOWN

Marlene S. Bown
MARLENE S. BOWN

NOTARY - Individual & Partnership

STATE OF IOWA)
) ss. ✓
COUNTY OF Madison)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Fred A. Bown and Marlene S. Bown personally known to me to be the same person whose name(s) they 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 19th day of April, A.D., 1978.

NOTARIAL SEAL IOWA — JOHN E. CASPER MY COMMISSION EXPIRES 1-30-80

John E Casper
Notary Public

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

(1ki)

Original

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