See $12.00

IND. ✓
REC. ✓
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Compared FILED NO. 1405
BOOK 108 PAGE 528

1979 JAN 11 PM 3:50

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

ASSIGNMENT AND AGREEMENT

The undersigned, JAMES S. NEAL and ANGELA M. NEAL, Assignor herein, being the contract purchasers of certain real property located in Madison County, Iowa, on the 25th day of August, 1976, do hereby convey, assign, transfer and set over to Robert R. Neal and Donnabelle Neal, husband and wife, as joint tenants and as Assignees, all of their right, title and interest in and to the real property, & the real property contract describing the real property in Madison County, Iowa, same being recorded in Madison County, Winterset, Iowa, in the Books and records in the Office of the Recorder of Madison County, Iowa, on the 22nd day of February, 1977, in Book 106 at Page 398, a copy of which contract is attached hereto and made a part hereof.

The above assignment is taken by Assignees, for valuable consideration in hand paid to Assignors, receipt of which is hereby acknowledged by Assignors, & said Assignees, Robert R. Neal and Donnabelle Neal, as further consideration for said assignment to each assume and agree to perform and comply with all terms, conditions and requirements of said real property contract and to pay any obligations which Assignors, James S. Neal and Angela M. Neal, have under said contract strictly in accord with the terms thereof.

IT IS ALSO AGREED BY THE PARTIES HERETO that the real estate taxes for the fiscal year 1978-1979 shall be paid one-half by Assignors and one-half by the Assignees in accord with their possession of the property, when said taxes become due.

IT IS ALSO UNDERSTOOD AND AGREED BY THE PARTIES that Assignors retain all rights under Chapter 656 of the Code of Iowa, relative to forfeiture or foreclosure should Assignees default in performance, or payment on said contract or payment of one certain promissory note of even date, issued and delivered to Assignor as consideration for the execution of this Assignment.

STATE OF IOWA, DALLAS COUNTY, SS:

We, the undersigned do hereby acknowledge that we have read the foregoing Assignment and Agreement, know the contents thereof and understand same; that we do hereby freely and voluntarily sign same this 20 day of December, 1978.

Robert R. Neal

Donnabelle Neal

EO G. NOPOULOS
ATTORNEY AT LAW
EXTER, IOWA 50070
515-789-4242

Subscribed before me by Robert R. Neal and Donnabelle Neal, to me personally known, this 20 day of December, 1978.

Leo G. Nopoulos
Notary Public, Dallas County, Iowa
My commission expires 9-30-79

STATE OF VIRGINIA, FAUQUIER COUNTY, SS:

We the undersigned do hereby acknowledge that we have read the foregoing Assignment and Agreement, know the contents thereof and understand same; that we do hereby freely and voluntarily sign same this 30th day of December, 1978.

James S. Neal

Angela M. Neal

Subscribed before me by James S. Neal and Angela M. Neal this 30 day of December, 1978.

Virginia M. Copeland
Notary Public in and for said County & State
My commission expires My Commission Expires August 18, 1982

NOTARY PUBLIC, FAUQUIER COUNTY, VIRGINIA

G. NOPOULOS
TORNEY AT LAW
TER, IOWA 50070
515-789-4242

IOWA STATE BAR ASSOCIATION
Official Form No. 21.2 (Trade-Mark Registered, State of Iowa, 1967)

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

CAVEAT: If this is a transaction governed by the Iowa Consumer Credit Code (Senate File 1405, Sixty-fifth General Assembly (See particularly at page 12 of the Act, Section 1.301, 15, 15a(1) ("regularly engages") to a (5)) DO NOT USE THIS FORM.

Determine for yourself any applicability of the case of Fuentes v. Shevin (U.S. Supreme Court Reports 32 L.Ed.2d 556).

CAVEAT: Seller should determine the impact, if any, of Federal Regulations as to Consumer Credit Cost Disclosure upon this particular transaction.

REAL ESTATE CONTRACT (SHORT FORM)

IND. ✓
REC. ✓
PAGE ✓

It Is Agreed between MAURICE M. NEAL and ZEDONNA R. NEAL, Husband and Wife,

of Dallas County, Iowa, **Sellers**, and JAMES S. NEAL and ANGELA M. NEAL, Husband and Wife, as joint tenants, not as tenants in common, with full rights of survivorship,

of Fauquier Virginia County, ~~Iowa~~ **Buyers:**

That Sellers hereby agree to sell and Buyers hereby agree to buy the real estate situated in Madison County, Iowa, described as:

The East Half (½) of the Northeast Quarter (¼) of Section Twenty-eight (28), Township Seventy-six (76) North of Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

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1977 FEB 22 PM 1:52
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee 4.50

together with all easements and servient estates appurtenant thereto, upon the following terms:

1. **TOTAL PURCHASE PRICE** for said property is the sum of ---EIghty-three Thousand Five Hundred & no/100 ---------- Dollars ($83,500.00) of which ---Five Hundred & no/100 ---------- Dollars ($500.00) has been paid herewith, receipt of which is hereby acknowledged by Sellers; and Buyers agree to pay the balance to Sellers at residence of Sellers, or as directed by Sellers, as follows:

$3,000.00 on March 1, 1977; $2000.00 on January 1, 1978, and $2,000.00 due and payable on January 1st of each year thereafter until January 1, 1983, at which time the remaining balance and interest will be due and payable.

2. **INTEREST.** Buyers agree to pay interest from March 1, 1977, upon the unpaid balances, at the rate of eight per cent per annum, payable ---- annually, in addition to the above stated principal payments.

3. **TAXES.** Sellers agree to pay 6/12 of the taxes due and payable at the office of the County Treasurer July 1, 1977 for the fiscal year of July 1, 1977 to June 30, 1978, and any unpaid taxes thereon payable in prior years and any and all special assessments for improvements which have been installed at the date of this contract; and Buyers agree to pay, before they become delinquent, all other current and subsequent taxes and assessments against said premises. **Any proration of taxes shall be based upon the taxes for the year currently payable unless the parties state otherwise.***

4. **POSSESSION.** Sellers agree to give Buyers possession of said premises on or before January 1, 19 77.

5. **INSURANCE.** Sellers agree to carry existing insurance until date of possession and Buyers agree to accept the insurance recovery instead of replacing or repairing buildings or improvements. Thereafter until final settlement, Buyers agree to keep the improvements upon said premises insured against loss by fire, tornado and extended coverage for a sum not less than $present policies or the balance owing under this contract, whichever is less, with insurance payable to Sellers and Buyers as their interests may appear, and to deliver policies therefor to Sellers.

6. **ABSTRACT.** Sellers agree to forthwith deliver to Buyers for their examination abstract of title to said premises continued to the date of this contract showing merchantable title in accordance with Iowa Title Standards. After examination by Buyers the abstract shall be held by Sellers until delivery of deed. Sellers agree to pay for an additional abstracting which may be required by acts, omissions, death or incompetency of Sellers, or either of them, occurring before delivery of deed.

7. **FIXTURES.** All light fixtures, electric service cable and apparatus, shades, rods, blinds, venetian blinds, awnings, storm and screen doors and windows, attached linoleum, attached carpeting, water heater, water softener, outside TV tower and antenna, attached fencing and gates, pump jacks, trees, shrubs and flowers and any other attached fixtures are a part of the real estate and are included in this sale except .

*Decide for yourself if that formula is fair if Buyers are purchasing a lot with newly built improvements.

8. CARE OF PROPERTY. Buyers shall not [illegible] material alterations thereof without the written consent of Sellers, until final payment is made.

9. **DEED.** Upon payment of all sums owing by Buyers to Sellers by virtue of this contract, Sellers agree to contemporaneously execute and deliver to Buyers a warranty deed upon the form approved by The Iowa State Bar Association and which shall be subject to:

(a) Liens and encumbrances suffered or permitted by Buyers, and taxes and assessments payable by Buyers.

(b) Applicable zoning regulations and easements of record for public utilities and established roads and highways.

(c)

10. **FORFEITURE AND FORECLOSURE.** If Buyers fail to perform this agreement in any respect, time being made the essence of this agreement, then Sellers may forfeit this contract as provided by Chapter 656 of the Iowa Code and all payments made and improvements made on said premises shall be forfeited; or Sellers may declare the full balance owing due and payable and proceed by suit at law or in equity to foreclose this contract, in which event Buyers agree to pay costs and attorney fees and any other expense incurred by Sellers.

11. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHT IN REAL ESTATE.** If, and only if, the Sellers, immediately preceding this sale, hold the title to the above described property in joint tenancy, this sale shall not constitute a destruction of that joint tenancy, in that case, all rights of the Sellers in this contract, in the proceeds thereof, and in any continuing or recaptured rights of Sellers in said real estate, shall be and continue in Sellers as joint tenants with full rights of survivorship and not as tenants in common. Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller and to accept deed executed solely by such survivor; but with due regard for the last sentence of paragraph 6, above.

12. **"SELLERS."** Spouse, if not a titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose of relinquishing all rights of dower, homestead and distributive share and/or in compliance with section 561.13 Code of Iowa; and the use of the word "Sellers" in the printed portion of this contract, without more, shall not rebut such presumption, nor in any way enlarge or extend the previous interest of such spouse in said property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

13. (Here add further terms or provisions)

Words and phrases herein shall be construed as singular or plural and as masculine, feminine or neuter gender according to the context

Dated this 25 day of August 19 76

James S. Neal
(James S. Neal)
Angela M. Neal
(Angela M. Neal) **BUYERS**

Maurice M. Neal
(Maurice M. Neal)
Zedonna R. Neal
(Zedonna R. Neal) **SELLERS**

Buyers' Address

Dexter, Iowa 50070
Sellers' Address

STATE OF IOWA, Madison COUNTY, ss:

On this 25 day of August, A. D. 19 76, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Maurice M. Neal, Zedonna R. Neal, James S. Neal

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed

H. Claude Peer
Notary Public in and for the State of Iowa.

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF ~~Iowa~~ Virginia COUNTY, ss:

On this 30th day of ~~August~~ DECEMBER, A. D. 1976, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Angela M. Neal

to me known to be the identical persons named in and who executed the within and foregoing instrument, **to which this is attached**, and acknowledged that they executed the same as their voluntary act and deed.

James G. Helm, Jr.
Notary Public in and for the State of ~~Iowa~~ Virginia

My Commission Expires December 2, 1979

IOWA STATE BAR ASSOCIATION
Official Form No. 11 (Trade Mark Registered U.S. Pat. Office, State of Iowa, 1967)
P-1842 This Printing, November 20, 1975

(Section 558.39, Code of Iowa)