ASSIGNMENT OF SELLER'S EQUITY
IN CONTRACT FOR THE SALE OF REAL ESTATE

In consideration of a loan of Eighteen Thousand & No/100------Dollars, made by Clarke County State Bank, Osceola, Iowa to William H. Symington IV and Myong Sun Symington on this 3rd day of March, 19 79, we hereby assign, transfer and set over to the Clarke County State Bank, Osceola, Iowa, all right, title and interest in and to the following described real estate, to-wit:

The West 7.75 chains of the North 8.50 chains of the Southeast Quarter (¼)of the Southeast Quarter (¼) and the North Half (½) of the Southeast Quarter (¼) and the Southwest Quarter (¼) of the Southeast Quarter (¼) of Section Twenty-eight (28) except the right of way deeded to the Chicago, St. Paul & Kansas City Railway Company and the North Half (½) of the Northeast Quarter (¼) of Section Thirty-three (33), all in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P. M., Madison County, Iowa.

together with all right, title and interest in and to the contract of sale covering the above described real estate, which contract date August 18, ,19 74 is delivered with this assignment.

In the event of any failure, neglect or refusal on the part of the undersigned to make any of the ~~monthly~~ semi/annual payments due on the above described note, the note will become immediately due and payable, with notice to the makers, all as provided in the note.

Upon full payment of all obligations owed by the undersigned to Clarke County State Bank, Osceola, Iowa, the purchaser's equity in the contract for sale of real estate hereby assigned will be returned to the undersigned.

This assignment shall stand as security for said note and for any and all future advancements made by the holder of said note to the assignor in any amount so that the total principal herein does not exceed 18,000.00 and assignee is hereby given authority to make such additional advancements to assignors herein, upon the signed order or receipt, and secured as the original obligation herein. Such limitation upon the total amount of Principal shall not be considered as limiting the amount secured hereby if for accruing interest or for any amount advanced or taxed as costs to protect the security for a loan or loans made, in accordance with the terms and provisions contained in this assignment. This paragraph shall not constitute a committment to make any additional loans in any amount.

1751

Compared

FILED NO.
BOOK 108 PAGE 642
1979 MAR -5 PM 4:45
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

William H. Symington IV

Myong Sun Symington

IND. 1
REC.
PAGE

See 3.00

STATE OF IOWA
County of Clarke ss

On this 3rd day of March, 19 79, before me, the undersigned, a Notary Public in and for the County of Clarke and State of Iowa, personally appeared William H. Symington IV and Myong Sun Symington, 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.

GUYLA R. PATRICK NOTARIAL Seal Iowa

Guyla R. Patrick
Notary Public and for Clarke County, Iowa.
Guyla R. Patrick

Notary Seal expires 9/30/79

Ass't To Mortgage Voluntary
Foreclosure Number Sec 654.18
see Rec 125-102