Compared

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BOOK 104 PAGE 208

1974 SEP -6 AM 11:02

RECORDER
MADISON COUNTY, IOWA
Fee #6 50

LIMITED ASSIGNMENT

IN CONSIDERATION of the sum of Twelve Thousand Two Hundred Sixty-one and 75/100th Dollars, ($12,261.75), we, GUY BEARD and MARY L. BEARD, husband and wife, of Madison County, Iowa, do hereby assign, quit claim, transfer and set over to the HUNTER LOAN COMPANY of Earlham, Madison County, Iowa, all our right, title and interest in and to a Real Estate Contract between EDWARD L. McCOY and RUTH C. McCOY, husband and wife, of Madison County, Iowa, designated therein as Sellers, and GUY BEARD and MARY L. BEARD, husband and wife, of Madison County, Iowa, therein designated as Buyers, dated March 1, 1968 wherein EDWARD L. McCOY and RUTH C. McCOY as Sellers, sold the real property therein described, being the following described real property, to-wit:

> The East Half of the Northeast Quarter (E½ NE¼) of Section Ten (10) and the South 45 Acres of the East Half of the Southeast Quarter (E½ SE¼) of Section Three (3) all in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

to GUY BEARD and MARY L. BEARD, as Buyers, and we do hereby remise, quit claim and release unto the HUNTER LOAN COMPANY all of our right, title and interest therein and in and to said property described therein and agreed to be conveyed to us under said contract until said sum of Twelve Thousand Two Hundred Sixty-one and 75/100th Dollars, ($12,261.75) together with interest thereon at the rate of nine (9) per cent has been paid to the HUNTER LOAN COMPANY due and payable according to the tenor of one certain promissory note dated the 26th day of August, A.D., 1974 as executed by the undersigned to the HUNTER LOAN COMPANY.

In further consideration of the sum of said Twelve Thousand Two Hundred Sixty-one and 75/100th Dollars ($12,261.75), we, GUY BEARD and MARY L. BEARD, husband and wife, of Madison County, Iowa, do hereby assign, quit claim, transfer and set over to the HUNTER LOAN COMPANY of Earlham, Madison County, Iowa, all our right, title and interest in and to a Real Estate Contract between us, GUY M. BEARD and MARY L. BEARD, husband and wife, of Madison County, Iowa, designated as Sellers, and MORRIS D. SMITH and DELBERT L. JENSEN, as tenants in common, c/o DELBERT L. JENSEN, Minburn, Iowa 50167, designated as Buyers, dated August 6, 1973, wherein GUY M. BEARD and MARY L. BEARD, husband and wife, as Sellers, sold the real property designated therein and described as follows, to-wit:

> The East Half of the Northeast Quarter (E½ NE¼) of Section Ten (10) and the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section Three (3) and the South Quarter of the South Half (S¼ S½) of the Northeast Quarter of the Southeast Quarter (NE¼ SE¼) of Section Three (3) all in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

For release, see Deed Rec 104-782

#2 Limited Assignment
Beard - Hunter Loan Company

to MORRIS D. SMITH and DELBERT L. JENSEN, as tenants in common, as Buyers, and we do hereby remise, quit claim, assign and release unto the said HUNTER LOAN COMPANY all of our right, title and interest therein and in and to said property described therein and agree to be conveyed under said contract until we have paid said sum of Twelve Thousand Two Hundred Sixty-one and 75/100th Dollars ($12,261.75), together with interest thereon at the rate of nine (9) per cent per annum has been paid to the HUNTER LOAN COMPANY due and payable according to the tenor of one certain promissory note as hereinbefore described and as executed by the undersigned to the HUNTER LOAN COMPANY; and

The HUNTER LOAN COMPANY upon full payment of said note and by the acceptance of this assignment, hereby agrees to reconvey said real estate contract as above stated to the undersigned.

GUY BEARD and MARY L. BEARD hereby warrant they have timely made all payments on the contract to EDWARD L. McCOY and RUTH C. McCOY.

GUY M. BEARD and MARY L. BEARD do hereby warrant they have received as Sellers on the contract from MORRIS D. SMITH and DELBERT L. JENSEN, as tenants in common, all payments to and including the payment of March 1, 1974 and the payment of One Thousand Five Hundred Thirty-nine and 07/100th Dollars ($1,539.07) on March 1, 1975 and the payment of Thirty-three Thousand Six Hundred Seventeen and 18/100th Dollars ($33,617.18) on March 1, 1976 are still payable in accordance with the terms of said contract.

Dated this 16th day of August, A.D., 1974.

Guy M. Beard
(Guy Beard a/k/a
Guy M. Beard)

Mary L. Beard
(Mary L. Beard)

STATE OF IOWA :
: SS
MADISON COUNTY:

On this 18 day of August, A.D., 1974, before me a Notary Public in and for said County and State, personally appeared Guy Beard and Mary L. Beard to me known to be the persons named in and who executed the same as their voluntary act and deed.

#3 Limited Assignment
Beard - Hunter Loan Company

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my notarial seal the day and year last above written.

(S E A L)

Notary Public in and for the
State of Iowa

ACCEPTANCE OF ASSIGNMENT

The HUNTER LOAN COMPANY agrees and does hereby accept the foregoing assignment subject to the terms and conditions thereof and hereby agrees to reconvey said real estate contract upon the payment of the aforesaid promissory note for Twelve Thousand Two Hundred Sixty-one and 75/100th Dollars ($12,261.75).

HUNTER LOAN COMPANY

BY: R. B. Hunter
(R. B. Hunter, President)

(S E A L)

STATE OF IOWA :
: SS
MADISON COUNTY:

On the 28th day of August, A.D., 1974, before me, a Notary Public in and for the County of Madison, State of Iowa, personally appeared Ralph Hunter, President of Hunter Loan Company, the Corporation which executed the above and foregoing instrument, who being to me known as the identical person who signed the foregoing instrument, and by me duly sworn did say that he is the President of said Corporation and that said instrument was by him signed and sealed on behalf of the said corporation by authority of its board of directors, and acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

(S E A L)

Notary Public in and for the
State of Iowa