FILED NO. 362
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1973 MAR -6 AM 11:19

COMPARED

RECORDER
MADISON COUNTY, IOWA

Fee $2.50

O.H

ASSIGNMENT OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Carl C. Nehring & Patricia A. Nehring husband and wife, in consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, and in order to secure a certain note for Twenty thousand andno/100---------- ($ 20,000.00) and interest and any and all joint or individual indebtedness, present or future, to Peoples Trust and Savings Bank, Indianola, Iowa, hereby assign to said Bank all our right, title and interest in and to a certain contract for sale of real estate dated 6-22-1970, Recorded in Book 101, Page 258 of the Madison County, Iowa records said contract between ourselves as vendors and Milburn E. Cellan as purchasers, in which we sold for the sum of Ten Thousand and no/100-------- ($ 10,000.00) the following real estate, to wit: Beginning at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 36, in Township 75 North, Range 26, West of 5th P.M. Madison County, Iowa, running thence North 85° 12' East 323 feet, thence South 3° 14' East 218.85 feet, thence South 82° 55' West 337 feet to a point 233 feet South of the point of beginning, thence North to the point of beginning, and containing 1.49 acres, more or less, exclusive of the present established highway. (The West side of the NE¼ SE¼ Sec.36, Township 75 North Range 26 West was assumed to bear due North and South)

We certify that the present unpaid balance on the contract payable to us is $ 8,220.00 and certify that proceeds of contract have not been previously assigned. We further certify that there are unpaid mortgages on the real estate in the present amount of $ ------. only to Peoples Trust & Savings Bank, Indianola, Iowa.

We hereby authorize said Assignee, Peoples Trust and Savings Bank of Indianola, Iowa to collect the balance due on said contract and to enforce same, without liability however for failure to enforce same.

We have deposited at said Bank a deed in blank (the grantee's name being left in blank) and we authorize said Assignee to deliver said deed to the purchaser upon full payment of the purchase price or at Assignee's option and in the event said Assignee deems it desirable to do so, to insert its own name therein for the purpose of transferring said title to said Assignee, subject only to said contract and subject only to said Assignee's duty to account to us for any moneys received. Upon full payment of said note and any and all indebtedness to said Bank, this Assignment to be void; otherwise to be in full force and virtue.

Dated this 17 day of February, A.D., 19 73.

Carl C. Nehring

Patricia A. Nehring

STATE OF IOWA: SS:
WARREN COUNTY:

Be it Remembered, that on this 17 day of February A.D., 19 73, before me a Notary Public in and for said county and state personally appeared Carl C. Nehring and Patricia A. Nehring, husband and wife, to me personally known to be the identical persons named in and who executed the above and foregoing instrument and acknowledged the execution of same to be their voluntary act and deed.

James Davies
Notary Public in and for said County.
James Davies