ASSIGNMENT OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Kenneth L. Voltmer and Rosanne M. Voltmer husband and wife, in consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, and in order to secure a certain notesfor $12,650.00 and $281.80 ($) 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 Feb. 20, 1971, Recorded in Book 101, Page 346 of the Madison County, Iowa records said contract between ourselves as vendors and August John and Marilyn Martin Robert A. and Phyllis E. Kaldenberg and / as purchasers, in which we sold for the sum of Twenty eight thousand eight hundred ($ 28,800.00) the following real estate, to wit:

FILED NO. 1134
BOOK 101 PAGE 644
1971 AUG 20 PM 3:19
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

See #450
I.M.M.

See schedule "A" attached hereto:

Schedule "A"

The North 15 acres of the East Half of the NW 1/4 SE 1/4 and the E 1/2 of the SE 1/4 of Section 34 and the SW 1/4 SW 1/4 and the W 1/4 of the SE 1/4 SW 1/4 of Section 35, in Township 76 North, Range 26 West of the 5th P.M.; and the East 22 acres of the Northeast Fractional Quarter (1/4) of the NE 1/4 of Section 3, in Township 75, North, Range 26 West of the 5th P.M., except that part thereof lying South of the present highway and except a tract, commencing 20 rods North of the S.W. Corner of said 22 acre tract, and running thence East 26 2/3 rods, thence North 12 rods, then West 26 2/3 rods, thence South 12 rods to the place of beginning and containing 2 acres, more or less.

See NEXT PAGE

Re-assigned to Kenneth L. Voltmer and Rosanne M. Voltmer 1-29-75 Rel. Rec. 101 Page 644

KLV

We certify that the present unpaid balance on the contract payable to us is $~~22~~,800.00 and certify that proceeds of contract have not been previously assigned. We further certify that there ~~are~~ is unpaid ~~mortgages~~ contract on the real estate in the present amount of $ 14,000.00, which will be satisfied from proceeds of herein described notes.

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 3 day of August, A.D., 19 71.

x Kenneth L Voltmer
Kenneth L. Voltmer

x Rosanne M. Voltmer
Rosanne M. Voltmer

STATE OF IOWA: SS:
WARREN COUNTY:

Be it Remembered, that on this 3 day of Aug. A.D., 19 71, before me a Notary Public in and for said county and state personally appeared Kenneth L. Voltmer and Rosanne M. Voltmer, 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

JAMES DAVIES NOTARY PUBLIC