K. B. Willhour
To
Clifford A. Willhour

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Fee $1.40 V G.H.

Filed for record the 1 day of March A. D. 1956 at 11:45 o'clock A. M.

Mary E. Welty, Recorder

ASSIGNMENT AND AGREEMENT

Indenture made this 27 day of February, A. D. 1956, between K. B. Willhour, unmarried, of Winterset, Iowa, party of the first part, and Clifford A. Willhour, party of the second part:

WHEREAS, by a certain agreement dated April 18, 1953, between one Joseph W. Zeller and the said party of the first part, recorded in Book 35, at Page 150, of the Town Lot Deed Record of Madison County, Iowa, on June 17, 1954, the said Joseph W. Zeller agreed to sell and convey unto the said party of the first part, for the price and upon the terms therein mentioned, that certain parcel of real estate described as follows, to-wit:

Consisting of two lots, including house, barn and all buildings thereon, located on the South-west corner of E High Street, and South 2nd Street, Winterset, Iowa, which lots have a frontage of 132 feet on South 2nd Street,

and which real estate is also described as:

Lots Numbered One (1) and Two (2) in Block Numbered Twelve (12) in Jones Addition to the town of Winterset, Iowa, now included in the City of Winterset, Iowa,

and whereas said first party has made all payments due on said contract up to June 30, 1955, at which time there was a balance due on said contract of $5,996.16,

NOW, IT IS THEREFORE AGREED by and between the parties hereto, in consideration of these premises, as follows:

1. First party does hereby assign, transfer and set over to the said party of the second part the above recited agreement and all the right, title and interest of the said party of the first part in and to the real estate therein described, to have and to hold the same unto the said party of the second part, his heirs, executors, administrators, and assigns, forever, subject, nevertheless, to the terms, conditions, and stipulations in the said agreement contained.

2. Second party does hereby assume the payment of a note in the principal amount of $1,000.00, together with all interest thereon from and after July 1, 1955, which said note was executed on February 15, 1954, by the said first party to Jettie Davis.

3. Second party further covenants and agrees to and with the said party of the first part that the said party of the second part will pay the balance of said purchase price due as of June 30, 1955, together with all interest thereon, and will observe and perform all the terms conditions, and stipulations in the said agreement mentioned which are thereunder by the said party of the first part to be observed and performed, and will save harmless and keep indemified the said party of the first part against all claims, damages, and actions by reason of the failure of the said party of the second part to observe and perform the said agreement.

4. It is further understood and agreed by and between the parties hereto that as between them the covenants and agreements herein contained are and became effective as of the 30th day of June, A.D. 1955; that this written assignment and agreement is made in fulfillment of an oral agreement entered into between these parties on said date; that the payments made by said first party to Joseph W. Zeller since said date under the terms of the agreement between first party and the said Joseph W. Zeller were made on behalf and for the benefit of second party; and that there is now due on said contract the sum of $5,590.16 as of February 29, 1956.

K. B. Willhour
FIRST PARTY.

Clifford E. Willhour
SECOND PARTY.

STATE OF IOWA MADISON COUNTY) ss,

On the 27 day of February, A.D. 1956, before me personally appeared K. B. Willhour and Clifford A. Willhour, 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 for the purpose therein specified.

NOTARIAL SEAL

C. R. Bentz, Jr. Notary Public
in and for Madison County, Iowa.