Town Lot Deed Record, No. 35

John & Della Prior
To
Hunter Loan Company

#2752
Fee $1.20 V G.H.

Filed for record the 6 day of August A. D. 1957 at 9:50 o'clock A. M.
Mary E. Welty, Recorder

ASSIGNMENT OF REAL ESTATE CONTRACT BY VENDOR

Know All men by these presents: That for and in consideration of sum of $1.00 and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, John Prior and Della Prior, husband and wife, of Earlham, Madison County, Iowa hereinafter called Assignor, do hereby sell, transfer, set over and assign to Hunter Loan Company of Earlham, Madison County, Iowa hereinafter called Assignee, all our right, title and interest in and to a certain real estate contract entered into on the 16th day of September, A.D. 1954, by and between John Prior and Della Prior, husband and wife, as sellers, and Clifford G. Burton and Carol Burton, husband and wife, as buyers, said contract being recorded on the 16th day of September, 1954, in the office of the County Recorder of Madison County, Iowa, in Book 35, page 185, with the Assignor hereby selling, transferring and assigning as well as to the Assignee all our right, title and interest in and to the following described property situated in the County of Madison, State of Iowa, to-wit:

The East One Hundred Twenty-Four Feet and Four Inches (E124' 4") of Lot One (1) Block Nine (9), Wilson's Addition to the Town of Earlham, Madison County, Iowa.

The Assignor hereunder hereby transfers any right, title and interest in and to the above property which hereafter apparently vest in the Assignor should for any reason whatsoever Clifford G. Burton and Carol Burton, their heirs, executors, administrators or assigns forfeit their right in and to the now existing real estate contract hereinunder assigned.

It is further agreed by and between the Assignor and Assignee that there is still due and owing on said contract the sum of $1175.00 with interest payable according to the terms of said contract and the performance of all other obligations as per terms of the above mentioned contract.

Dated this 9th day of July, A.D. 1957.

John Prior
Della Prior

STATE OF IOWA COUNTY OF MADISON SS:

On this 9th day of July, A.D., 1957, before me, H. Claude Peer, a Notary Public in and for the County of Madison, State of Iowa, personally appeared John Prior and Della Prior, husband and wife, 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.

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

H. Claude Peer Notary Public
in and for Madison County, State of Iowa

(NOTARIAL SEAL)

Dated this 9th day of July, A.D., 1957.

We, Clifford G. Burton and Carol Burton do herewith acknowledge notice of the assignment of the foregoing contract and agree to pay accordingly.

Clifford G. Burton
Carol Burton

Dated this 9th day of July, A.D., 1957.

The undersigned Assignor named in the assignment of the foregoing contract, hereby approves, accepts and agrees to perform the same subject to all the terms, covenants and conditions thereof.

COMPARED

Hunter Loan Company
By R. B. Hunter