Deed Record, No. 94, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA 64-3012

Elmer C. Deatsch et al To Peoples Trust and Savings Bank, Indianola, Iowa	#81 Fee $1.50	Filed for record the 9 day of January A.D. 1967 at 8:19 o'clock A. M. Mary E. Welty, Recorder

ASSIGNMENT OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Elmer C. Deatsch and Donna F. Deatsch husband and wife, in consideration of One Dollar and other valuable consideration, and in order to secure a certain note for Eighty Five Hundred and no/100 ($8500.00) and interest and any and all indebtedness, present or future, of the undersigned Elmer C. Deatsch and Donna F. Deatsch to Peoples Trust and Savings Bank, Indianola, Iowa, hereby assign to said Peoples Trust and Savings Bank, Indianola, Iowa, all our right, title and interest in and to a certain contract for sale of real estate dated March 17, 1964, Recorded in Book 92, Page 443, Madison County Iowa Records, between ourselves as vendors and D. E. Foley and Mary Lou Foley as purchasers, in which we sold to said D. E. Foley and Mary Lou Foley for the sum of Eight Thousand and no/100 Dollars ($8000.00) the following real estate, to wit:

> Beginning at the E½ corner Sec. 30 T75N; R27W of the 5th P.M.; thence west 1325.38 ft. to the point of beginning; thence S0° 08' west 1460.0 ft; thence in a westerly direction 216.0 feet; thence northerly 127.5 feet along present fence line; thence westerly 122.0 feet; thence northerly 1316.0 feet along present fence line to the centerline of the east and west road; thence in an easterly direction 355.0 feet to the point of beginning and containing 9.804 acres, more or less exclusive of present established highway. Note: the north line of the NE¼ SE¼ Sec. 30 T75N R27 W is assumed to bear due east and west.

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.

MATT. PARROTT & SONS CO., WATERLOO, IOWA 64-3012

Dated this 5th day of Jan. A.D. 1967.

Elmer C. Deatsch
Elmer C. Deatsch
Donna F. Deatsch
Donna F. Deatsch

ACKNOWLEDGMENT

STATE OF IOWA WARREN COUNTY: SS

BE IT REMEMBERED, that on this 5th day of January A.D., 1967, before me a Notary Public in and for said county and state personally appeared Elmer C. Deatsch and Donna F. Deatsch, 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
James Davies Notary Public
in and for said County.