Deed Record, No. 93, Madison County, Iowa

MARSHALL PRINTING CO., MARSHALLTOWN, IOWA 52302

William P. Berch & wife
To
Peoples Trust & Savings Bank

#2815

Fee $1.50

Filed for record the 2 day of October A. D. 1964 at 11:00 o'clock A. M.

Mary E. Welty, Recorder

ASSIGNMENT OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned William P. Berch and Dauryne M. Berch husband and wife, in consideration of One Dollar and other valuable consideration, and in order to secure a certain note for Two Thousand and no/100 Dollars ($2000.00) and interest and any and all indebtedness, present or future, of the undersigned, William P. Berch & Dauryne M. Berch to Peoples Trust & Savings Bank, Indianola, Iowa, hereby assign to said Peoples Trust & Savings Bank, Indianola, Iowa, all our right, title and interest in and to a certain contract for sale of real estate dated 1st day or March, 1962, between ourselves as vendors and Roy L. Berch and Martha M. Berch, as purchasers, in which we sold to said Roy L. Berch and Martha M. Berch, for the sum of Fourteen Thousand and no/100 Dollars ($14,000.00) the following real estate, to-wit:

Re Assignment of Annexed Contract To William P. Berch See Deed Record 162 Page 495

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North Half of Northeast Quarter ofSection 32, in Township 75 North, Range 28, West of 5th P. M., Iowa.

The present unpaid balance of this contract is $11,600.00 payable $1200.00 plus 5½% interest annually on each March 1st, and the contract is subject to a first mortgage on which the unpaid balance to Equitable Life Assurance Society if $5,800.00 payable $600.00 per year.

We hereby authorize said Assignee, Peoples Trust & 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.

Upon full payment of said note and any and all indebtedness of the undersigned to said bank, this Assignment to be void; otherwise to be in full force and virtue. 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 25th day of September, A.D. 1964.

William P. Berch
William P. Berch
Dauryne M. Berch
Dauryne M. Berch

STATE OF IOWA MADISON COUNTY, ss

BE IT REMEMBERED, that on this 25th day of September A.D., 1964 before me a Notary Public in and for said county and state personally appeared Willaim P. Berch and Dauryne M. Berch, 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.

NOTARIAL SEAL

Martha K. Paton Notary Public
in and for said County.