# Deed Record, No. 93, Madison County, Iowa

MARSHALL PRINTING CO., MARSHALLTOWN, IOWA 52302

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

#113

Fee $1.50

Filed for record the 10 day of January A. D. 1966 at 10:00 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 Three Thousand Twelve and 73/100 ($3012.73) and interest and any and all indebtedness, present or future, of the undersigned William P. Berch & Dauryne M. Berch 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 1, 1962, Recorded in Book 91, Page 516 of the Madison County records, said contract 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 ($14,000.00) the following real estate, to wit:

For Assignment of Annexed Contract To
William P Berch
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North Half of Northeast Quarter of Section 32, in Township 75 North, Range 28, West of the 5th P. M., Iowa.

The present unpaid balance of this contract is $10,200.00 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 is $5,800.00 payable $600.00 per year.

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.

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We have deposited at same 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 18th day of December, A.D., 1965.

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

ACKNOWLEDGMENT

STATE OF IOWA WARREN COUNTY : SS:

Be It Remembered, that on this 31 day of December A.D., 1965, before me a Notary Public in and for said county and state personally appeared William 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.