Deed Record, No. 91, Madison County, Iowa

Charles A. Martin & wife
To
George B. Johnston & wife

#129
Fee $1.60 V/C
ASSIGNMENT

Filed for record the 6 day of January A. D. 1961 at 2:03 o'clock P. M.
Mary E. Welty, Recorder

For value received, and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, we, Charles A. Martin and Margaret A. Martin, husband and wife, of the County of Jefferson, State of Kentucky, hereby assign, transfer, sell, convey and set over to George B. Johnston & Virginia A. Johnston, his wife, as joint tenants and not as tenants in common, with right of survivorship, of Jefferson County, Kentucky, without recourse on us, or either of us, all our right, title and interest in and to the written contract dated November 9, 1960, made by and between the undersigned Charles A. Martin and Margaret A. Martin, husband and wife, as sellers, and Anthony John Fa Fratte and Darlene La Fratte, husband and wife, of Madison County, Iowa, as purchasers, for the sale of the real estate in Madison County, Iowa, described as follows, to wit:

> The Southwest Quarter of the Northeast Quarter, and the West One-half of the Southeast Quarter of Section Twenty (20), excepting therefrom a tract described as follows: Commencing at a point 31 rods and 14 feet South of the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 20, and running thence South 17 rods and 10 feet, thence East 4 rods, thence North 17 rods and 10 feet, thence West 4 rods to the place of beginning, used for cemetery; also the Northwest Quarter of the Northeast Quarter, and the North One-half of the Southwest Quarter of the Northeast Quarter of Section 29; all in Township 76 North, Range 26 West of the 5th P. M., Madison County, Iowa,

which contract is recorded in Book 91 of Deed Records of Madison County, Iowa, at Page 207, and all of our right, title and interest in and to said real estate described in said contract.

And we state that the full purchase price under said contract was $29,000.00, on which $3,000.00 was paid on November 9, 1960, and that the balance of said contract is payable as follows: $750.00 on November 9, 1961, with interest at 5% on the balance of $26,000.00 for one year, payable on November 9, 1961, and $375.00 on May 9, 1962, $375.00 on November 9, 1962, $375.00 on May 9, 1963, $375.00 on November 9, 1963, $375.00 on May 9, 1964, $375.00 on November 9, 1964, $375.00 on May 9, 1965, $375.00 on November 9, 1965, and $750.00 on May 9th and on November 9th in each of the years from 1966 to 1979, both inclusive, and $750.00 on May 9, 1980 and a final payment of principal in the amount of $500.00 on November 9, 1980, together with interest at 5% per annum, payable semi-annually on May 9th and November 9th in each year, on the unpaid balance at each payment date, the payment of interest to be in addition to the payment of the installment of principal on each date, interest under said contract beginning on November 9, 1960, and the said buyers have the option to pay all or any multiple of $25.00 of principal on any installment payment date, in addition to the amount required to be paid, and any such advance payments will be credited on the unpaid balance.

And by this instrument we give to the said George B. Johnston & Virginia A. Johnston,

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA 84101

his wife, as joint tenants and not as tenants in common, with right of survivorship, executors and assigns, the full power and authority, without recourse on us, or either of us, to demand, collect and receive all unpaid amounts payable under said contract, and to enforce said contract or forfeit the same or take any proceedings at law or in equity or in any form in connection therewith, in accordance with law and the terms of said contract, and to do all things to complete the same which the contract provides on behalf of the sellers, reference being had to said contract recorded as aforesaid.

Dated the 3rd day of January, 1961.

Charles A. Martin
(Charles A. Martin)
Margaret A. Martin
(Margaret A. Martin)

State of Kentucky, County of Jefferson, SS:

On this 3rd day of January, 1961, before me, the undersigned, a Notary Public in and for the County of Jefferson, State of Kentucky, personally appeared Charles A. Martin and Margaret A. Martin, husband and wife, to me personally known to be the persons named in and who executed the above and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL

George E. Dudley Notary Public
in and for Jefferson County, Kentucky
My commission expires Feb. 27, 1962.