

Recorded: 5/20/2019 at 8:44:50.0 AM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2019 PG: 1121

ASSIGNMENT OF REAL ESTATE CONTRACT-INSTALLMENTS
Recorder's Cover Sheet

Preparer Information:

James E. Goodman, Jr., O'Connor & Thomas, P.C., 1000 Main Street, Dubuque, IA 52001
Phone: (563) 557-8400 (pan)

Taxpayer Information:

Rodney R. Jurgens, 2887 310th Avenue, Hopkinton, IA 52237

Return Address:

Rodney R. Jurgens, 2887 310th Avenue, Hopkinton, IA 52237

Assignors:

Richard Jurgens, a/k/a Richard L. Jurgens, Jr.
Michelle Jurgens, a/k/a Michelle A. Jurgens

Assignee:

Rodney R. Jurgens

Legal Description: Page 5

Document or instrument number if applicable: Book 2012, Page 71

ASSIGNMENT OF REAL ESTATE CONTRACT-INSTALLMENTS

This assignment is made this 17 day of May, 2019, by and among Richard Jurgens, a/k/a Richard L. Jurgens, Jr. and Michelle Jurgens, a/k/a Michelle A. Jurgens, husband and wife, ("Assignors") and Rodney R. Jurgens ("Assignee").

RECITALS

A. Assignors are party to a certain Real Estate Contract-Installments ("Contract") between Ruth Ann Jurgens, as Seller; and Rodney R. Jurgens, as to an undivided one-half interest, and Richard Jurgens and Michelle Jurgens, husband and wife, as to an undivided one-half interest, as Buyers, dated January 6, 2012, and filed with the Delaware County Recorder on May 6, 2012, in Book 2012, Page 71.

B. The Contract covers certain real property located in Delaware County, Iowa, and legally described on the Real Estate Contract-Installments (the "premises") as follows:

The North one-half ($N^{1/2}$) of the Northeast Quarter ($NE^{1/4}$) of Section Nine (9), Township Eighty Seven (87) North, Range Three (3) West, of the Fifth P.M., except Parcel C Part of the Northeast Quarter ($NE^{1/4}$) of the Northeast Quarter ($NE^{1/4}$) And Part of the Northwest Quarter ($NW^{1/4}$) of the Northeast Quarter ($NE^{1/4}$) all in Section Nine (9), Township Eighty Seven North (T87N), Range Three West (R3W) of the Fifth Principal Meridian Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 9, and also except the East three hundred eighty (380) feet of the South two hundred forty three (243) feet of the Northeast Quarter ($NE^{1/4}$) of the Northeast Quarter ($NE^{1/4}$) of said Section Nine (9), and also except Parcel 2016-71 Part of the Northeast Quarter ($NE^{1/4}$) of the Northeast Quarter ($NE^{1/4}$) of Section Nine (9), Township Eighty Seven North (T87N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2016, Page 2392.

~~This assignment is exempt according to Iowa Code 478A.2(4).~~

C. Assignors desire to transfer all of their interest in the Contract to Assignee.

NOW, THEREFORE, Assignors and Assignee agree as follows:

1. In consideration of the promises contained in this Assignment and other good and valuable consideration, the receipt of which Assignors acknowledge, assign, transfer, sell and convey to Assignee all of their right, title and interest in, to and under the Contract as described above, subject to the terms, conditions, and stipulations contained in the Contract.

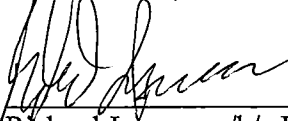
2. Assignors represent that there are no encumbrances or other assignments affecting the interests being transferred, and that there are no defaults under the Contract.

3. Assignee agrees to assume and be bound by all obligations of Assignors under the Contract and all provisions of the Contract, and ratifies and confirms the Contract as written. Assignee agrees to observe and perform all the terms, conditions, and stipulations in the said agreement, which are to be observed and performed by the Assignors, and will save harmless and keep indemnified the Assignors against all claims, demands, and actions by reason of the failure of the Assignee to observe and perform the said Contract.

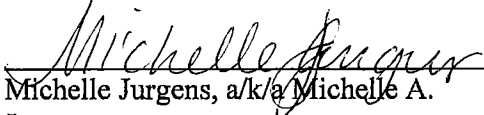
This Agreement may be signed in one or more counterparts, each such counterpart being deemed an original instrument, and all of such counterparts will together constitute the same Agreement. Assignors, Assignee, and Buyer hereby agree to accept copies of signatures sent via electronic mail or facsimile as though such signature is an original.

Assignors have executed this Assignment as of the day and year first above written.

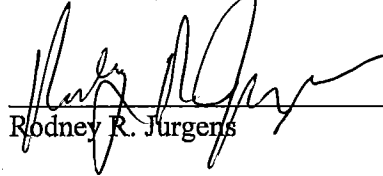
ASSIGNORS,



Richard Jurgens, a/k/a Richard L.
Jurgens, Jr.


Michelle Jurgens, a/k/a Michelle A.
Jurgens

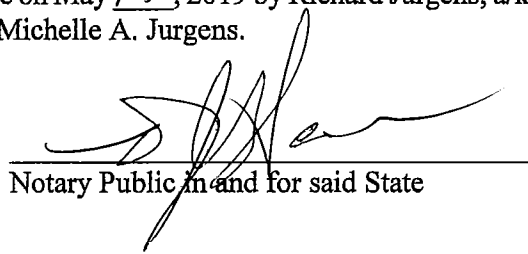
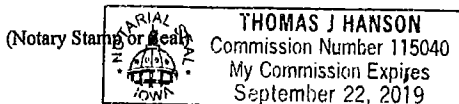
ASSIGNEE,



Rodney R. Jurgens

STATE OF IOWA
COUNTY OF DELAWARE

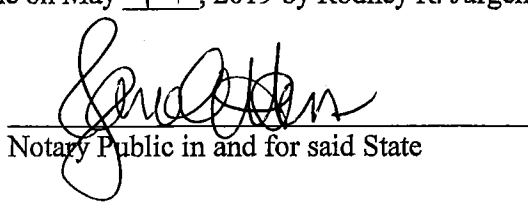
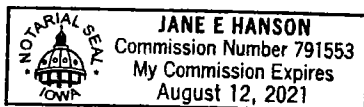
This instrument was acknowledged before me on May 17, 2019 by Richard Jurgens, a/k/a Richard L. Jurgens, Jr. and Michelle Jurgens, a/k/a Michelle A. Jurgens.


Notary Public in and for said State

STATE OF IOWA
COUNTY OF DELAWARE

This instrument was acknowledged before me on May 17, 2019 by Rodney R. Jurgens.

(Notary Stamp or Seal)


Notary Public in and for said State

**ACKNOWLEDGMENT AND CONSENT
OF ASSIGNMENT BY BUYER**

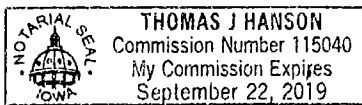
I, Ruth Ann Jurgens, hereby acknowledge and consent to the Assignment of a certain Real Estate Contract-Installments filed with the Delaware County Recorder on May 6, 2012, in Book 2012, Page 71.

Ruth Ann Jurgens
Ruth Ann Jurgens

STATE OF IOWA
COUNTY OF Delaware

This instrument was acknowledged before me on May 17, 2019 by Ruth Ann Jurgens.

(Notary Stamp or Seal)



[Signature]
Notary Public in and for said State