ASSIGNMENT OF A BUYER'S INTEREST IN A REAL ESTATE CONTRACT

IT IS AGREED between Larry D. Diercksen and Susan E. Diercksen (husband and wife) (Assignor), and Farmers and Merchants Savings Bank, Manchester, Iowa (Assignee Bank), as follows:

Words and phrases in this Assignment shall be construed as in the singular number.

On February 25, 1977 the Assignor entered into a Real Estate Contract as the Buyer, with Victor H. Billhorn and G. Eileen Billhorn (husband and wife) as the Seller of the following described real estate:

See attached description

For Release, See Book 126 Page 152 5/22/90

The Contract was filed for record in the office of the Delaware County Recorder in book 101 at page 133 on 3/10/77.

1. CONSIDERATION AND ASSIGNMENT.

a. The Assignee Bank has loaned to the Assignor the amount of Ninety thousand and no/100---------- dollars ($ 90,000.00) for the purpose of farm expenses - Consolidate loans #87599 & #89270.

The loan has been made by a promissory note or notes numbered 90046 and dated January 23, 1990 and referral should be made to that note or notes and allied documents for additional details.

b. In consideration of the above, plus one dollar and other good and valuable consideration, the Assignor assigns all right, title, and interest in the above referenced Contract to the Assignee Bank. The purpose of this Assignment is to convey security or additional security to the Assignee Bank for amounts owed and for any future loans. The Assignor shall repay the amounts owed as required by the promissory note or notes. The Assignor shall retain immediate possession of the above described real estate and shall continue to make all payments required by the Contract.

FILE No. 305-1696	FILED FOR RECORD THE 25 DAY OF	STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 35.00	January, 19 90 AT 2:35	Joan Sheppard, Recorder
TRANSFER FEE $	O'CLOCK P M. BOOK 125 PAGE 318	LD

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2. TITLE.

a. The Assignor warrants that the Assignor holds title to the personal property and equitable title (contract buyer) to the fixtures and real estate; that the Assignor has legal authority to assign the above referenced Contract and give a security interest in the personal property; that the real estate, fixtures, and personal property are free and clear of all liens and encumbrances, except for the Contract indebtedness; and that the Seller will defend the real estate, fixtures, and personal property against all claims.

b. The Assignor warrants that the Contract permits this Assignment or that the Contract sellers acquiesce to this Assignment. In any event, the Assignor shall provide a copy of this Assignment to the Contract sellers.

3. RELINQUISHMENT OF RIGHTS. Each undersigned Assignor relinquishes all rights of dower, homestead, distributive share, and all rights of exemption in the real estate, fixtures, and personal property.

4. JOINT TENANCY IN PROCEEDS. If the Assignor immediately preceding this sale holds the title to the real estate in joint tenancy, this Assignment shall not constitute a destruction of that joint tenancy.

5. PAYMENT OF INDEBTEDNESS. The Assignor shall pay the indebtedness due under the above described promissory note or notes and this Assignment, and shall pay all future indebtedness that the Assignee Bank may acquire against the Assignor during the existence of this Assignment. The total of all principal indebtedness that may be secured by this Assignment shall not exceed $ 90,000.00 . A non-equitable titleholding spouse joining in this Assignment as Assignor has received consideration and is also liable for payment.

6. CARE OF PROPERTY. The Assignor shall:

a. Make all payments on the above referenced Contract on or before the due dates.

b. Keep the real estate, fixtures, and personal property in the above described real estate in good repair and, if the real estate is farm land, keep it in a proper state of cultivation. Neither commit nor permit waste upon the real estate, fixtures, or personal property.

c. Pay all taxes and assessments upon the real estate, fixtures, and personal property, before they become delinquent.

d. Maintain insurance on the real estate, fixtures, and personal property, in an amount not less than the full insured value of that property, against loss by fire, tornado, and other hazards, casualties, and contingencies. Deliver proof of coverage and proof of renewal of coverage to the Assignee Bank. In the event of insurable damage, the Assignee Bank may collect, adjust, or compromise any loss under the insurance policies and apply net proceeds either as a credit on this Assignment debt or to restore and repair the damaged property. In any event, proceeds shall stand as security for the balance of the indebtedness due under this Assignment.

e. Not breach any provisions of the above referenced Contract.

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7. DEFAULT AND REMEDIES.

a. PROTECTIVE DISBURSEMENTS. The Assignee Bank may, WITHOUT NOTICE, pay any due or delinquent real estate contract payments, taxes, assessments, insurance, and make necessary repairs. All sums advanced shall be payable by the Assignor on demand or may, at the election of the Assignee Bank, WITHOUT NOTICE to the Assignor, be added to the principal amount due on this Assignment. The Assignor shall pay interest to the Assignee Bank at the default rate shown on the promissory note.

b. ACCELERATION OF MATURITY. If default is made on the payment of the indebtedness secured by this Assignment, if the Assignor fails to comply with any other condition of this Assignment, if default is made in regard to the above referenced Contract by either the Assignor or the Assignor's buyer, or if the Assignor fails to give immediate notice to the Assignee Bank of any forfeiture or foreclosure action against the Assignor in regard to the above referenced contract, then the indebtedness secured by this Assignment, (including Contract payments, taxes, assessments, insurance premiums, abstracting costs, and reasonable attorney fees), shall at the option of the Assignee Bank, become immediately due and collectible at once by foreclosure or otherwise, WITHOUT NOTICE to the Assignor. The indebtedness shall then bear interest at the default rate shown on the promissory note or notes.

c. FORECLOSURE. The Assignee Bank may, after the Assignor defaults, WITHOUT NOTICE to the Assignor, sue at law or in equity to foreclose this Assignment. The Assignee Bank may also exercise the options permitted by Section 554.9501(4) of the Code of Iowa.

d. RECEIVERSHIP. The Court having jurisdiction of a foreclosure shall, at the Assignee Bank's request, appoint a receiver to take immediate possession of the above described real estate, fixtures, personal property, and the rents and profits from the property, and to rent or cultivate the property. The receiver shall account to the Assignor only for the net profits, after application of rents and profits to the costs and expenses of the receivership and foreclosure.

e. ABSTRACT. In the event of a default by the Assignor, the Assignee Bank may, at the Assignor's expense, procure an updated abstract of the title of the real estate.

f. REDEMPTION PERIODS.

(1). If this Assignment covers less than ten (10) acres of real estate, and in the event of foreclosure of this Assignment, the time of one year for redemption from sheriff's sale provided by law shall be reduced to six (6) months, provided the Assignee Bank waives any deficiency judgment against the Assignor which may arise out of the foreclosure proceedings.

(2). The period of redemption after a foreclosure shall be reduced to sixty (60) days if all of the following contingencies develop: The assigned real estate is less than ten (10) acres in size; the Court finds that the real estate has been abandoned by the owners and those persons personally liable under this Assignment or the above described Contract at the time of foreclosure; and the Assignee Bank files an election to waive any deficiency judgment against the Assignor or his or her successors in interest. If the redemption period is reduced, the Assignor or his or her successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after the sale, and the time provided by law for redemption by creditors shall be reduced to forty (40) days. The entry of an appearance or a pleading in the foreclosure action by the Assignor shall be a presumption that the property is not abandoned.

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g. ATTORNEY FEES. In the event of any action to collect any sums payable according to this Assignment, to protect the lien of the Assignee Bank, or in any other case permitted by law, the Assignor shall reimburse the Assignee Bank for reasonable attorney fees.

h. FORFEITURE. The Assignee Bank may proceed, after the Assignor defaults in regard to this Assignment or in regard to the above referenced Contract, to forfeit and cancel this Assignment as if it were a real estate contract under Chapter 656, Iowa Code, and all payments made and improvements made on the above described real estate contract shall be forfeited, and the Assignee shall assume the status of vendee in regard to the above referenced Contract.

9. HEIRS AND ASSIGNS. The covenants and agreements contained in this Assignment shall benefit and be binding upon the parties and their respective heirs, personal representatives, successors, and assigns.

10. ASSIGNMENT. The Assignor shall not reassign this Assignment, for the reason that this Assignment serves as collateral for the above referenced loan. Prompt written notice shall be given, by ordinary mail, to the Assignor at the Assignor's last known address of any assignment by the Assignee Bank.

DATED: January 23, 1990.

Assignee

Farmers and Merchants Savings Bank
Manchester, Iowa

BY: Eric C. Anderson V.P.
Title
Eric C. Anderson, Vice President

DATED: January 23, 1990.

Larry D. Diercksen
Assignor Larry D. Diercksen

Susan E. Diercksen
Assignor Susan E. Diercksen

STATE OF IOWA, Delaware COUNTY, ss:

On this 23rd day of January, 1990 before me, the undersigned Notary Public, personally appeared Eric C. Anderson to me personally known, who being by me first duly sworn, did say that he is ~~xxshexis~~ ~~they are~~) the Vice President (respectively,) of Farmers & MErchants SAvings Bank; that ~~(no seal has been procured by~~ the seal affixed thereto is the seal of) said corporation; that the foregoing Assignment of Real Estate Contract was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that the above named officer___ acknowledged the execution of said Assignment to be the voluntary act and deed of the corporation, by it and by (him ~~xxherx~~ - ~~them~~) voluntarily executed.

Rosemary Drees
Notary Public in and for Iowa
Rosemary Drees

NOTARIAL SEAL IOWA
ROSEMARY DREES
My Commission Expires
7/30/90

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S.D.

STATE OF IOWA, Delaware COUNTY, ss:

On this 23 day of January, 1990, ~~1984~~, before me, the undersigned Notary Public, personally appeared Larry D. Diercksen & Susan E. Diercksen to me known to be the identical persons named in and who executed the foregoing Assignment of Real Estate Contract, and acknowledged that they executed the same as their voluntary act and deed.

Rosemary Drees

ROSEMARY DREES
My Commission Expires
7/30/90

Notary Public in and for Iowa
Rosemary Drees

describing the following real estate located in Delaware County, Iowa, to wit:

All that part of the Southwest Quarter (SW 1/4) of Section Eighteen (18), Township Eighty-Eight (88) North, Range Five (5), West of the Fifth (5th) P.M. as lies East of the West Eighty (80) acres thereof, and the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4), and the North One-Third (1/3) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Eighteen (18), Township Eighty-Eight (88) North, Range Five (5) West of the Fifth (5th) P.M., containing One Hundred Twenty-Three (123) acres, more or less, according to government survey.

The West Eighty (80) acres of the Southwest (SW) Fractional Quarter of Section Eighteen (18), Township Eighty-Eight (88) North, Range Five (5), West of the Fifth P.M., excepting 31/100 of an acre conveyed to the State of Iowa for highway purposes by deed dated August 5, 1930, and recorded in the records of said County in Deed Book 68, page 173, subject to all public highways, right-of-ways and easements, except that portion deeded to the Iowa Highway Commission by deed dated April 17, 1974 and recorded in Book 95, page 188 in the Office of the Recorder of Delaware County Iowa, and legally described as follows:

All that part of the Southwest (SW) Fractional Quarter (1/4) of said Section Eighteen (18) lying westerly of a line beginning at a point 72.4 feet easterly of the Northwest (NW) corner of said Southwest (SW) Fractional Quarter (1/4), on the North (N) line thereof; thence S0 degrees 08 to 1/2' West (W), 167.6 feet to a point on a present fence line; thence South (S) 8 degrees 55' East (E), 439.7 feet to a point on a present fence line; thence S0 degrees 20 1/2' West (W), 1421.3 feet; thence South (S) 12 degrees 34' West (W), 307.0 feet; thence S0 degrees 20 1/2 West (W), 332.4 feet to a point 62.8 feet Easterly of the Southwest (SW) corner of said Southwest (SW) Fractional Quarter (1/4), on the the South (S) line thereof; containing 6.93 acres, more or less, including 2.33 acres, more or less, in present established road. This area is a parcel of land located in Section Eighteen (18), Township Eighty-Eight (88), Range Five (5) West (W) of the Fifth P.M., Delaware County, Iowa, as shown on Right of Way Plat attached hereto as Exhibit A, and by reference made a part hereof, and likewise recorded in Book 9n, page 188,

and further, except the following described area, to wit:

That part of the Northwest Quarter (NW 1/4) of the Southwest Fractional Quarter (SW Fr 1/4) of Section Eighteen (18), Township Eighty-Eight (88) North, Range Five (5), West of the

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Billhorn-Diercksen Real Estate Description - continued

Fifth Principal Meridian described as commencing at a point South 87 degrees 54' East Seventy-Two and Four-Tenths (72.4) feet from the Northwest (NW) corner of said Northwest Quarter (NW 1/4) of the Southwest Fractional Quarter (SW Fr 1/4) running thence South (S) 87 degrees 54' East (E) Four Hundred-Forty and Eight Tenths (440.8) feet, thence South (S) 1 degree 58' West (W) Five Hundred Forty-Three and Four-Tenths (543.4) feet, thence North (N) 87 degrees 54' West (W) Three Hundred Eighty and Twenty-Two One Hundredths (380.22) feet, thence North (N) 8 degrees 55' West (W) Three Hundred Eighty and Thirty-Three One-Hundredths (380.33) feet, thence North (N) 0 degrees 8' 30" East (E) One Hundred Sixty-Seven and Six-Tenths (167.6) feet to the point of beginning, according to the recorded plat thereof and subject to highways and easements of record, and including all right, title, and interest of grantors (except the proceeds therefrom already received by grantors) in and to the proposed right-of-way of Primary Iowa Highway #13 and the right-of-way of Primary Highway #13 existing along the West (W) side of said premises including any and all reversionary interests therein grantors or their heirs, successors and assigns now or may ever have therein, and as delineated on the plat dated 8-5-74 by A. H. Miller and recorded in Book 3, page 32 in the Office of the Recorder of Delaware County, Iowa, and further subject to the covenants, provisions and conditions contained in same deed dated October 15, 1974, recorded in Book 96, page 197 in the Office of the Recorder of Delaware County, Iowa.

All of the above described premises constituting approximately 191.07 acres, more or less.