USA FINANCIAL SERVICES, INC.
ASSIGNMENT OF BUYERS' EQUITY IN REAL PROPERTY FOR SECURITY PURPOSES

This Assignment granted this 10th day of December, 19 90.

WITNESSETH:

Roy Bush, single, (herein "Sellers") and

Carmen D. Kracke and Gene Kracke, husband and wife, (herein "Buyers") have contracted for the sale by Sellers and purchase by Buyers of real property located in Deleware County, State of Iowa, described as follows:

South 169 feet of Lot 3 of J.T. Williamson's addition to Hopkinton, Iowa.

More Commonly Known as: Box 216 205 Hopkinton Culver Rd
Hopkinton, IA 52237

For Release, See Book 50
Page 240 (5-8-91)

together with all buildings, fixtures and improvements thereon (the "Real Property"), by that certain land contract dated the 17 day of May, 19 87, which land contract is recorded in Volume 48 of _____, at Page 148 in the Recorder's Office of Deleware County, Iowa, as Instrument Number _____; and

The Buyers desire to obtain a loan of money from USA Financial Services, Inc., (herein "USA"), an Iowa corporation, with an office at 391 Edgewood rd NW Cedar rapids, IA 52405, Iowa, and desire to pledge their equity in the Real Property to secure the repayment of said loan;

NOW THEREFORE, for and in consideration of a loan to the Buyers by USA with a total of payments of $ 5938.02 evidenced by a promissory note of even date Buyers grant, bargain, assign, transfer, and convey a security interest to USA in all of their equity in and to the Real Property as security for the repayment of the above sum and all renewals, refinancing, or future advances USA, its successors or assigns, may elect to grant to Buyers, until the debt(s) secured hereby are paid in full. Buyers agree USA has no commitment to make additional loans in any amount.

BUYERS' COVENANTS. Buyers covenant and warrant that the aforesaid land contract is valid and binding and they are not in default in whole or in part under the land contract. Buyers covenant that the unpaid principal balance of the purchase price stated in the land contract is $ 15,000.00 _____ as of the 17th day of May, 19 87. The purchase price plus interest at the rate of 10 % per annum is repayable according to the terms of the land contract VIZ:

61-1386
DELAWARE COUNTY IOWA
FILED
'90 DEC 14 AM 10 25
BOOK 50 PAGE 114
JOAN SHEPPARD
RECORDER
$10.00

CARMEN D. KRACKE &
HUSBAND
TO
U.S. FINANCIAL SERVICES,
INC.

USA Financial Service
P.O. Box 8537
Cedar Rapids, Ia 52408

USA 769 (1/86)

FILE No. 61-1386
RECORDING FEE $ 10.00
TRANSFER FEE $ _____

FILED FOR RECORD THE 14 DAY OF December, 19 90 AT 10:25 O'CLOCK A. M. BOOK 50 PAGE 114

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
TLD

Buyers covenant and promise to pay when due all real estate taxes and assessments on the Real Property and to keep improvements on the Real Property insured against loss or damage occasioned by fire, extended coverage, perils, and such other hazards as USA may require. Buyers and Sellers agree that USA will be named on all insurance policies as Loss Payee for any benefit that may be paid in excess of the unpaid balance on the land contract. Buyers shall not suffer or commit waste on the Real Property and covenant to keep the Real Property and its improvements in good condition and repair, ordinary wear and tear only excepted. The Buyers hereby waive and relinquish all rights of dower, homestead and distributive share in and to the Real Property, and waive all rights of exemption, as to any of the Real Property.

DEFAULT. If Buyers default under the terms of the land contract or default in the covenants of this Assignment, Buyers grant USA the right, but not the duty, to cure the default. If USA elects to cure Buyers' default by the payment of money, all principal sums so paid shall immediately be repaid by Buyers to USA or, at USA's option, may be added to the indebtedness secured by this Assignment of Equity and earn interest at the rate specified in the Note secured by this Assignment of Equity and shall constitute a lien upon the Buyers' equity in the Real Property.

ACCELERATION. In the event Buyers default in the terms of the land contract or default in the terms of this Assignment or default on the Note secured hereby, USA, at its option, may foreclose its security interest in the Buyers' equity by paying the unpaid balance on the land contract or as otherwise provided by Iowa law. Provided, however, these presence are upon the express condition that if Buyers shall pay or cause to be paid to USA, its successors or assigns, the total indebtedness secured hereby according to the conditions of Buyers' promissory note(s) bearing even date herewith or any renewals, refinancing, or future advances granted by USA to the Buyers, then these presence shall cease and be null and void.

SEVERABILITY. Invalidity or unenforceability of any provisions of this Assignment of Equity in Land Contract shall not affect the validity or enforceability of any other provision.

SUCCESSORS AND ASSIGNS. This Assignment benefits USA, its successors or assigns, and binds Sellers and Buyers, their respective heirs, personal representatives, successors and assigns. The undersigned acknowledge receipt of an exact copy of this Assignment.

Miscellaneous Terms. This Assignment may be amended only by a mutual written agreement signed and dated by the parties hereto. The words "Sellers" and "Buyers" shall, where the context so permits, be interpreted to mean the heirs, executors, administrators, legal representatives, successors and assigns of the respective parties hereto, and where applicable to its use in this instrument the masculine gender shall include the feminine and neuter, the singular includes the plural, and the plural the singular.

NOTICE TO BUYER

1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents.

Myron Hahn
Witness

Witness

Carmen D. Kracke
Buyer Carmen D. Kracke

Gene Kracke
Buyer Gene Kracke

State of Iowa)
) ss.
County of Linn)

I, the undersigned, a notary public in and for said county and State aforesaid, do hereby certify that

Carmen D. Kracke and Gene Kracke,

personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day and acknowledged that they signed, sealed, and delivered the said instrument as said their free and voluntary act, for the uses and purposes therein set forth, including release and waiver of the right of homestead.

Brian J. Goetzinger
MY COMMISSION EXPIRES
2/1/93

Notary Public, State of Iowa

My commission expires: 2/1/93

This Instrument prepared by Stacie R. Ramos