ASSIGNMENT

This ASSIGNMENT is made and entered into this 26th day of November, 19 91, by and between Neil L. Hoeger and Linda Hoeger (hereinafter referred to as "Assignors") and American Trust & Savings Bank, Dyersville Office, 301 First Avenue, E., Dyersville, IA 52040, (hereinafter referred to as "Assignee").

FOR VALUE RECEIVED AND AS SECURITY FOR the payment of Two hundred eight thousand five hundred and no/100---------- loaned by Assignee to Assignors and evidenced by a Promissory Note in said amount dated November 26, 1991, including any renewal, extension or modification thereof, and as further security for any future advances made by Assignee to Assignors, the Assignors hereby assign, transfer, convey and set over to American Trust & Savings Bank, Dyersville Office as Assignee, all their right, title and interest under that certain Real Estate Contract dated February 2, 1984 and recorded on the 28th day of February, 19 84 (in Book 114, Page 276) (As Instrument No. _____) of the Delaware County records.

This Assignment is for the rights in said Real Estate Contract only and for the purpose of securing payment of obligations owing to Assignee by Assignors. Assignee expressly disclaims any obligation to assume any of the liabilities of Assignors under said Real Estate Contract.

If Assignors shall pay in full all debts and obligations owing to Assignee, then this Assignment shall be void and of no further force and effect.

Upon the failure of Assignors, or either of them, to perform any of the obligations required of them under said Real Estate Contract referred to above, Assignee shall have the right and option, but not the obligation, to assume and pay any obligations of Assignors under said Real Estate contract. All such payments, with interest thereon at the highest legal rate applicable to a natural person, shall be secured by this Assignment from time of payment.

Upon default on any obligation owing by Assignors, or either of them, to American Trust & Savings BAnk or upon assumption by American Trust & Savings BAnk of any obligations of Assignors under said Real Estate Contract as set forth above, whether by means of advance or otherwise, all rights to receive a warranty deed from sellers under said Real Estate Contract shall be vested in Assignee. Furthermore, the rights granted to Assignee by this Assignment may be foreclosed in the same manner as provided for by Real Estate Mortgages under the laws of the State of Iowa.

In the event Assignors pay the above referred to Real Estate Contract in full and obtain a warranty deed from sellers prior to the payment in full of all debts and obligations owing by Assignors to American Trust & Savings BAnk then in such event Assignors agree to execute and deliver to American Trust & Savings Bank a real estate mortgage to the above described real estate for the purpose of securing to American Trust & Savings Bank the payment of any and all remaining sums then unpaid.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

IN WITNESS WHEREOF, the undersigned have executed this Assignment the day and year first written.

DAVID R. DUDLEY NOTARIAL SEAL IOWA

Neil L Hoeger
Neil L Hoeger

Linda Hoeger
Linda Hoeger
(Assignors)

STATE OF IOWA)
COUNTY OF DUBUQUE) SS.

On this 26th day of November, 19 91, before me the undersigned a Notary Public in and for the State of Iowa, personally appeared Neil L. Hoeger and Linda Hoeger to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

My Commission Expires 6-10-91

David R Dudley
Notary Public in and for the State of Iowa

FILE No. 141-1423
RECORDING FEE $ 5.00
TRANSFER FEE $

FILED FOR RECORD THE 3 DAY OF December, 19 91 AT 12:26 O'CLOCK P. M. BOOK 128 PAGE 369

STATE OF IOWA, DELAWARE COUNTY
Jane A Lloyd, Recorder
LD