ASSIGNMENT OF PURCHASER'S EQUITY

IN CONTRACT FOR THE SALE OF REAL ESTATE

In consideration of a loan in the amount of Forty thousand five hundred and no/100 dollars ($ 40,500.00) made by Fidelity Bank & Trust (hereinafter referred to as "Bank"), to the undersigned Gerald W. & Ellen R. Kluesner, Husband & Wife (hereinafter referred to as "Borrower"), of New Vienna, Iowa, on this 18th day of May, 19 92, the Borrower hereby assigns, transfers and conveys to Bank all of the equity, title and interest in and to the following described real estate:

Parcel A of the South One Half of the Northwest Quarter(NW1/4) of Section Twenty Two(22), Township Ninety(90) North, Range Three(3) West of the Fifth P.M., Delaware County, Iowa, As recorded in Book 6 Plats, Page 114.

(See attachment for further detailed description, Exhibit A)

together with all equity, title and interest in and to the contract or purchase covering the above described real estate, from which contract dated March 2, 19 91, recorded in the Office of the Recorder of Delaware County, Iowa in Book 127 Page 256 as Document Number 78-2054 on the 11th day of March, 19 91.

It is agreed by the Borrower that this Assignment shall have the same force and effect as a Real Estate Mortgage on the above described real estate, and that the undersigned hereby mortgage, pledging all of their equity, title and interest in and to the above described real estate and all the rights as Buyers under the above described real estate contract as security and security only for the loan set out above.

It is further agreed by the Borrower that this Assignment shall stand as security for any renewals, extensions or substitutions of the original obligation set out above, for any obligation owed to the bank on the date of this Assignment, and for any subsequent or future advances to the undersigned made by the Bank at its option.

It is also agreed by the Borrower that in the event of any default by the Borrower under the terms of the above described Real Estate Contract, Bank or its successor in interest is authorized to make any payments on behalf of the undersigned that may be due of said Real Estate Contract or to take any other steps to protect its equity, and that any advancement made by the Bank for this purpose shall also be secured by this Assignment. The Borrower further agrees to immediately notify Bank of any Notice of Forfeiture, or Foreclosure of the above described Real Estate Contract served upon the undersigned and to execute any and all instruments that may be required by the Bank to protect its interest as assignee under this Assignment.

In the event of a breach of any of the above warranties or agreements, the Borrower agrees to indemnify and save the Bank harmless against all claims, demands, loss and liability howsoever arising out of the Contract and to pay the Bank upon demand, the balance unpaid on the Contract and, in the event of suit, all costs and reasonable attorney fees.

Dated this 18th day of May, 19 92.

For Release, See Book 133 Page 238 7/14/94

x Gerald Kluesner
Gerald W. Kluesner Borrower

x Ellen R. Kluesner
Ellen R. Kluesner Borrower

STATE OF IOWA)
) SS:
COUNTY OF DUBUQUE)

On this 18th day of May, 19 92. before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gerald W. & Ellen R. Kluesner, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Daniel J. Zitelman
Notary Public, State of Iowa

DANIEL J. ZITELMAN
MY COMMISSION EXPIRES
9/26/94

FILE No. 192-3458
RECORDING FEE $ 10.00
TRANSFER FEE $

FILED FOR RECORD THE 20 DAY OF May, 19 92 AT 3:58 O'CLOCK P. M. BOOK 129 PAGE 308

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

EXHIBIT A

PARCEL A OF THE S 1/2 OF THE NW 1/4 OF SEC 22, T90N, R3W, of the 5th P.M., DELAWARE COUNTY, IOWA

Commencing at the West 1/4 corner of Sec 22, T90N, R3W,;

Thence South 89 Degrees 35'-50" East (this is an assumed bearing for the purposes of this survey only) along the North line of the SW 1/4, Sec 22 a distance of 999.31 feet to the Point of Beginning;

Thence North 89 Degrees 35'-50" West along the north line of the SW 1/4, Sec 22 a distance of 999.31 feet to the West 1/4 Corner of Sec 22, T90N, R3W;

Thence North 00 Degrees 00'-00" East along the East section line of Sec 21 a distance of 1339.77 feet to the W 1/4 corner, NW 1/4, Sec 22;

Thence South 89 Degrees 41'-31" East along the South line of the N 1/2 of the NW 1/4 of Sec 22 a distance of 999.30 feet;

Thence South 00 Degrees 00'-00" West along the West line of Parcel B of the S 1/2 of the NW 1/4 of Sec 22 a distance of 1341.42 feet to the Point of Beginning;

The area of Parcel A of the S 1/2 of the NW 1/4 of Section 22 is 30.75 acres. The area of the road is 2.00 acres. The net area of the Parcel is 28.75 acres and is subject to easements of record.