BUYERS

ASSIGNMENT

This Assignment is made and entered into this 18th day of March, 1994, by and between Donald L. Wedewer and Elaine Wedewer (hereinafter referred to as "Assignors") and American Trust & Savings Bank (hereinafter referred to as "Assignee").

FOR VALUE RECEIVED AND AS SECURITY FOR the payment of Two hundred eighty eight thousand one hundred sixty and no/100 Dollars, loaned by Assignee to Assignors and evidenced by Promissory Notes to equal said amount dated March 18, 1994, 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 as Assignee, all their right, title and interest under two Real Estate Contracts dated May 17, 1989 and recorded with the Delaware County Recorder's office on June 15, 1989 in Book 124, L.D., Page 258 and June 16, 1989 in Book 124, L.D., Page 271.

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 Contracts.

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 Contracts 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 Contracts. 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 Contracts as set forth above, whether by means of advance or otherwise, all rights to receive Warranty Deeds from sellers under said Real Estate Contracts 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 Real Estate Contracts in full and obtain Warranty Deeds 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 that 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 acknowledgement 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.

Donald L. Wedewer

Donald L. Wedewer

Elaine Wedewer

Elaine Wedewer

State of Iowa )
County of Dubuque ) ss.

On this 18th day of March, 1994, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donald L. Wedewer and Elaine Wedewer 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.

Kenneth J. McDermott

Notary Public

Kenneth J. McDermott

KENNETH J. MCDERMOTT
MY COMMISSION EXPIRES
2-7-97

FILE No. 20-2847
RECORDING FEE $ 6.00
TRANSFER FEE $

FILED FOR RECORD THE 21 DAY OF Mar, 19 94 AT 11:28
O'CLOCK A. M. BOOK 132 PAGE 362

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
LD