ASSIGNMENT OF PURCHASER'S EQUITY

IN CONTRACT FOR THE SALE OF REAL ESTATE

In consideration of debt in the amount of 192,453.15 dollars ($192,453.15) with Fidelity Bank & Trust (hereinafter referred to as "Bank"), to the undersigned Richard L. Nieman and Christy Nieman (hereinafter referred to as "Borrower"), of Earlville, Iowa, this 31st day of January, 1995, the Borrower hereby assigns, transfers and conveys to Bank all of the equity, title and interest in and to the following described real estate:

The East One-Half (½) of the Northeast Quarter (NE¼) ant eh Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) and the Northēast Quarter (NE¼) of the Southeast Quarter (SE¼), of Section Eight (8), Township Eighty Eight (88) North, Range Three (3), West of the Fifth P.M.

together with all equity, title and interest in and to the contract or purchase covering the above described real estate, from which contract dated October 1, 19 95, recorded in the Office of the Recorder of Delaware County, Iowa in Book 110 Page 126 as Document Number 9-566 on the 1st day of October, 19 81.

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 **for all current and future obligations to Fidelity Bank and Trust.**

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 31st day of October, 19 94 **For Release, See Book 136 Page 308 5/24/96**

X Richard L. Nieman
Richard L. Nieman Borrower

X Christy Nieman
Christy Nieman Borrower

STATE OF IOWA)
) SS:
COUNTY OF DUBUQUE)

On this 31st day of January, 19 95. before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard L. Nieman and Christy Nieman, 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.

Julie A. Wieneke
Notary Public, State of Iowa

JULIE A. WIENEKE
MY COMMISSION EXPIRES
9-10-95

Dubuque, County Iowa

FILE No. 103-2036
RECORDING FEE $ 6.00
TRANSFER FEE $

FILED FOR RECORD THE 7 DAY OF Feb., 19 95 AT 10:07 O'CLOCK A M. BOOK 134 PAGE 216

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