Date March 7, , 19 95
Place Manchester, IA

ASSIGNMENT OF REAL ESTATE CONTRACT

In order to induce the Farmers & Merchants Savings Bank, 101 E. Main St. Manchester IA 52057
Name and Address of Lender
or its Assigns (Lender) to make or renew, extend or modify the terms and conditions of a loan to Simon's Grain, Inc. and in order to provide security therefore, the undersigned hereby assigns to Lender all of their right, title and interest in and to a certain real estate contract Dated April 1, 1993, wherein Simon's Grain, Inc.,
(is) ~~(are)~~ the Buyers and M.C.I. Associates
~~(is)~~ (are) the Sellers in the amount of $41,110.00, recorded in the County Recorder's office, City of Manchester
Delaware, Iowa, on May 14, , 19 93, as Instrument No. , in Book 52 at Page 274 and involving real estate described as Parcel h in Lot 25 of Empire Estate Subdivision in the City of Manchester, Delaware County, Iowa, and more particularly described as follows: Beginning at the Southwest Corner of Parcel G in said Lot 25; thence South 00°-04'-30" West 251.0 feet; thence North 90°-00'-00" West 219.9 feet; thence North 00°-00'-00" East 271.0 feet to the North Line of said Lot 25; thence South 90°-00'-00" East 220.0 feet along said North line to the West Line of said Parcel G: thence South 00°-47'-02" East 20.0 feet along said West Line to the Point of Beginning, containing 1.369 Acres, more or less, subject to easements of record. Plat recorded in Book 7 Page 26

It is understood and agreed that this assignment imposes no liability on the Lender unless it undertakes to assume the rights, liabilities, and obligations of Assignor by giving written notice of that intent to the Vendor and the Vendee.

Assignor further stipulates that no previous assignments of the contract has been made, that all terms of the contract have been or will be fulfilled and agrees that no additional assignments of the contract or any type conveyances of the real estate will be made without Lender's written consent.

Assignor agrees that upon fulfilling the terms of the contract and acquiring a deed thereto, they will execute a mortgage to Lender as additional or replacement security for payment of the note dated March 7, , 1995.

Roger Simon
Roger Simon, President

My Commission Expires:

NOTARY - Individual & Partnership

Darlene Simon
Darlene Simon, Sec.

STATE OF)
) ss.
COUNTY OF)

I, , a Notary Public in and for said County, in the State aforesaid, do hereby certify that , personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and notarial seal this day of , A.D., 19 .

Notary Public

My Commission Expires:

For Release, See Book 2000
Page 1521 5-18-00

NOTARY - Corporation

STATE OF Iowa)
) ss.
COUNTY OF Delaware)

I, Rosemary Drees, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Roger Simon, President and Darlene Simon, Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the President and Secretary, respectively of Simon's Grain, Inc., a corporation, appeared before me and acknowledged that they signed ~~and sealed~~ and delivered the said instrument as their free and voluntary act as such President and Secretary, respectively, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.
Given under my hand and notarial seal this 7th day of March, A.D., 1995.

Rosemary Drees
Notary Public
ROSEMARY DREES

ROSEMARY DREES
My Commission Expires
7/30/95

My Commission Expires:

FILE No. 111-2344
RECORDING FEE $ 6.00
TRANSFER FEE $

FILED FOR RECORD THE 14 DAY OF March, 19 95 AT 3:19 O'CLOCK P M. BOOK 54 PAGE 136

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