ASSIGNMENT OF PURCHASER'S EQUITY

IN CONTRACT FOR THE SALE OF REAL ESTATE

In consideration of debt in the amount of One hundred thousand and no/100 dollars ($ 100,000.00) with Fidelity Bank & Trust (hereinafter referred to as "Bank"), to the undersigned Martin J. Kruse and Joann B. Kruse (hereinafter referred to as "Borrower"), of Dyersville, Iowa, this 16th day of February, 19 95, the Borrower hereby assigns, transfers and conveys to Bank all of the equity, title and interest in and to the following described real estate:

SW ¼ of the NW ¼ of Section 18, Township 90 North, Range 3 West of the Fifth Prime Meridian, Delaware County, Iowa, Subject to easements of record

together with all equity, title and interest in and to the contract or purchase covering the above described real estate, from which contract dated Feb. 27, 19 85, recorded in the Office of the Recorder of Delaware County, Iowa in Book 116 Page 243 as ~~Document Number~~ File No. 237-1656 on the 1st day of March, 19 85.

116-243

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 16th day of February, 19 95.

Martin J. Kruse — Borrower

Joann B. Kruse — Borrower

STATE OF IOWA)
) SS:
COUNTY OF DUBUQUE)

For Release, See Book 2000 Page 3544 12/8/00

On this 16th day of February, 19 95. before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Martin J. and Joann B. Kruse, 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.

Randy J. Ludwig
Notary Public, State of Iowa
Dubuque, County, Iowa

RANDY J. LUDWIG
MY COMMISSION EXPIRES
9-20-97

FILE No. 112-2364
RECORDING FEE $ 6.00
TRANSFER FEE $

FILED FOR RECORD THE 16 DAY OF March, 19 95 AT 12:20 O'CLOCK P M. BOOK 134 PAGE 282

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