AGREEMENT FOR ASSIGNMENT OF RENTS AND PROFITS
ASSIGNMENT OF PURCHASER'S EQUITY AND MORTGAGE

In consideration of a loan of SIXTEEN THOUSAND EIGHT HUNDRED NINETY-NINE AND 60/100********** Dollars ($16,899.60) made by UNITED SECURITY SAVINGS BANK F.S.B. (hereinafter called "USSB") to HOME TOWN RESTYLING, INC PATRICK EUGENE HENRY AND DARLA SUE SMITH HENRY (hereinafter called "DEBTORS"), on this 25 day of OCTOBER, 1995, for which loan a Note is given on this date, due on the 18 day of FEBRUARY, 2006, the undersigned DEBTORS hereby sell, convey, and mortgage to HomeTown Restyling, Inc. all right, title, and interest in and to the following described real estate:

SEE EXHIBIT A

For Release, See Book 136 Page 371 6/18/96

and assign, transfer, and set over to Home Town Restyling, Inc. all rents, income, and profits therefrom, and further assign, transfer, and set over all their right, title, and interest in and to the Contract of Purchase covering the above-described real estate, which Contract dated MAY 27, 1994, ~~is delivered with this Assignment~~. Said Contract was recorded in the office of the Recorder of DELAWARE County, IOWA, in Book 133, Page 141, as Document No. _____, on the _____ day of JUNE 1, 1994.

These Assignments and Mortgage shall stand as security for said Note, and for any and all future and additional advances made by Home Town Restyling, Inc. to DEBTORS. This paragraph shall not serve as a commitment to make additional loans in any amount.

In the event of any failure, neglect, or refusal on the part of the undersigned DEBTORS to pay any of the monthly installments due on the Note secured hereby, said Note will immediately become due and payable, without notice to the makers, all as provided in the Note.

It is further agreed that if this Mortgage covers less than Ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by Sheriff's sale in such foreclosure proceedings, the time of One (1) year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to Six (6) months provided Home Town Restyling, Inc. USSB in such action files an election to waive any deficiency judgment against the DEBTORS which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628, Code of Iowa.

FILE No. 183-1791 RECORDING FEE $ 16.00 TRANSFER FEE $	FILED FOR RECORD THE 26 DAY OF December, 1995 AT 2:55 O'CLOCK P M. BOOK 135 PAGE 347	STATE OF IOWA, DELAWARE COUNTY Deborah L. Peyton, Recorder LD

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to Sixty (60) days if all the three following contingencies develop:

1. The mortgaged real estate herein is less than Ten (10) acres in size; and
2. The Court finds affirmatively that said real estate has been abandoned by the owners AND those persons personally liable under this Mortgage at the time of such foreclosure; and
3. Home Town Restyling, Inc. in such action files an election to waive any deficiency judgment against the DEBTORS or their successors-in-interest in such action.

If the redemption period is so reduced, the DEBTORS or their successors-in-interest or the owner shall have the exclusive right to redeem for the first Thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15, and 628.16 of the Code shall be reduced to Forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of the DEBTORS shall be presumption that the property is not abandoned. Any such short redemptive period shall be consistent with all of the provisions of Chapter 408, 62nd G.A., amending Chapter 628, Code of Iowa.

Upon full payment of all obligations owed by the undersigned DEBTORS to Home Town Restyling, Inc., then these presents will be void, otherwise to remain in full force.

DEBTORS:

Patrick Eugene Henry

Darla Sue Smith Henry

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 25 day of OCTOBER, 1995, before me, the undersigned, a Notary Public in and for said County and State, personally appeared PATRICK EUGENE HENRY AND DARLA SUE SMITH HENRY, to me known to be the identical person(s) named in and who executed the within and foregoing instrument, and acknowledged that THEY executed the same as THEIR voluntary act and deed.

NOTARY PUBLIC in and for said
County and State

DIANE SHANER
MY COMMISSION EXPIRES
6-7-96

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EXHIBIT A

DESCRIPTION:
The Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Fifteen (15) except that part thereof described as commencing at the Northwest corner thereof and running thence North 90° 00' East and along the North line of said Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) a distance of one hundred forty seven and six-tenths (147.6) feet, thence South 23° 03' East a distance of seven hundred seventeen and two-tenths (717.2) feet, more or less, to a point on the South line of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section Fifteen (15), thence North 90° 00' West and along said South line of said tract a distance of two hundred seventy five and one-tenth (275.1) feet, thence North 21° 12' West a distance of four hundred twenty three and nine-tenths (423.9) feet, more or less, to a point on the West line of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section Fifteen (15), thence North 0° 00' and along the West line of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section Fifteen (15) a distance of two hundred sixty four and eight-tenths (264.8) feet, more or less to the point of beginning. Also a tract of land described as commencing at a point on the South line of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Fifteen (15) aforesaid fifty one (51.0) feet West of the Southeast corner of said tract, thence West along the South line of said tract a distance of one hundred eighty and six-tenths (180.6) feet, more or less, to the point where the South line of said Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) intersects the boundary line of the Interstate Power Company property, thence Southeasterly along the boundary line of said Interstate Power Company's property two hundred twenty (220.0) feet, more or less, to a point due South of the point of beginning, thence North to the point of beginning, all of said real estate being in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Fifteen (15), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian.

183-1791
DELAWARE COUNTY IOWA
FILED

'95 DEC 26 PM 2 55

BOOK 135 PAGE 347
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$16.00

Patrick Eugene Henry Etal

To

USSB

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Delaware County Abstract