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DELAWARE COUNTY IOWA
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136 PAGE 324
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$6.00

Prepared by Jason P. Else, 311 Franklin St, Delhi Iowa 52223, Ph 319/922-2174

ASSIGNMENT AND CONVEYANCE
(FOR SECURITY PURPOSES ONLY AND NOT INTENDED TO TRANSFER OWNERSHIP)

We, the undersigned, Richard L. Nieman and Christy A. Nieman, Husband and Wife, in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby achknowledged, do hereby assign, transfer, sell and convey unto HERITAGE BANK, DELHI, IOWA, all of our right, title, and interest in and to the following described real estate situated in Delaware County, Iowa:

> The East One-Half (E1/2) of the Northeast Quarter (NE1/4), and the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4), and the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Eigtht (8), Township Eighty Eight (88) North, Range Three (3), West of the Fifth P.M.

all our interest and equity in said property, evidenced by a certain contract of sale of real estate executed by Richard L. & Christy A. Nieman, Husband and Wife; and Duane D. & Karen H. Nieman, Husband and Wife (Buyers) and Norbert M. & Agnes M. Heitzman, husband and wife (sellers) under date of Oct 1, 1981, which said contract was filed in the records of the County Recorder of Delaware County, Iowa, in Book LD 110, at Page 126, amended February 28,1985 and filed February 28, 1985 #236 - 1620 in Book LD 116, page 238, also amended November 9, 1988 and filed November 14, 1988, File #212 - 1048 in Book LD 123, page 177, which said contract is hereby sold, assigned and delivered to the said HERITAGE BANK, DELHI, IOWA, They hereby assuming and agreeing to perform all of the obligations under the terms and provisions of said contract.

And, WE, for the foregoing consideration, do hereby relinquish all rights, including any rights of dower and homestead in said above described premises, provided always that if the assignors, Richard L. Nieman & Christy A. Nieman, Husband and Wife, their heirs or assigns, shall pay unto the assignee, HERITAGE BANK, DELHI, IOWA, the principal and interest on note dated the 24th day of May, 1996, in the amount of $250,000.00 and perform all obligations thereunder, then this assignment and assignees interest thereunder shall cease and be null and void.

Dated at Delhi, Iowa, this 24th day of May, 1996.

Richard L. Nieman
RICHARD L NIEMAN
Christy A Nieman
CHRISTY A NIEMAN

STATE OF IOWA) ss.
DELAWARE COUNTY)

On this 24th day of May, 1996, before me Jason P. Else, a Notary Public in and for Delaware County, Iowa, personally appeared Richard L. Nieman and Christy A. Nieman, Husband and Wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

JASON P. ELSE
MY COMMISSION EXPIRES

Jason P Else
Notary Public in and for Delaware County, Iowa.

DATE 6-3-96 BOOK 136 PAGE 324