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DELAWARE COUNTY IOWA
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BOOK 137 PAGE 446
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$6.00

Joyce Wessels, American Trust & Savings Bank, P.O. Box 307, Dyersville, IA 52040
(Name, Address and telephone number of preparer)

BUYERS

ASSIGNMENT

This Assignment is made and entered into this 21st day of March, 19 97, by and between Patrick J. Boeckenstedt and Kathryn A. Boeckenstedt, (hereinafter referred to as "Assignors") and AMERICAN TRUST & SAVINGS BANK (hereinafter referred to as "Assignee").

FOR VALUE RECEIVED AND AS SECURITY for the payment of Two hundred eighty seven thousand eight hundred seven and no/100---- ($ 287,807.00) loaned by Assignee to Assignors and evidenced by various Promissory Notes in said amount, including any renewal, extension or modification thereof, and as further security for any future advances made by Assignee to Assignors, the Assignors hereby assign, transfer, convey and set over to American Trust & Savings Bank, as Assignee, all their right, title and interest under that certain Real Estate Contract dated October 25, 1977 and recorded on the 15th day of January, 19 79 and filed in Book 105, Page 18, Instrument _____ of the Delaware County records.

This Assignment is for the rights in said Real Estate Contract only and for the purpose of securing payment of obligations owing to Assignee by Assignors. Assignee expressly disclaims any obligation to assume any of the liabilities of Assignors under said Real Estate Contract.

If Assignors shall pay in full all debts and obligations owing to Assignee, then this Assignment shall be void and of no further force and effect.

Upon the failure of Assignors, or either of them, to perform any of the obligations required of them under said Real Estate Contract referred to above, Assignee shall have the right and option, but not the obligation, to assume and pay any obligations of Assignors under said Real Estate Contract. All such payments with interest thereon at the highest legal rate applicable to a natural person, shall be secured by this Assignment from time of payment.

Upon default on any obligation owing by Assignors, or either of them to American Trust & Savings Bank or upon assumption by American Trust & Savings Bank of any obligations of Assignors under said Real Estate Contract as set forth above, whether by means of advance or otherwise, all rights to receive a warranty deed from sellers under said Real Estate Contract shall be vested in Assignee. Furthermore, the rights granted to Assignee by this Assignment may be foreclosed in the same manner as provided for by Real Estate Mortgages under the laws of the State of Iowa.

In the event Assignors pay the above referred Real Estate Contract in full and obtain a Warranty Deed from sellers prior to the payment in full of all debts and obligations owing by Assignors to American Trust & Savings Bank, then in such event, Assignors agree to execute and deliver to American Trust & Savings Bank, a real estate mortgage to the real estate for the purpose of securing to American Trust & Savings Bank the payment of any and all remaining sums then unpaid.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plus number, and as masculine, feminine or neuter gender according to the context.

IN WITNESS WHEREOF, the undersigned have executed this Assignment the day and year first written.

Patrick J. Boeckenstedt
Assignor Patrick J. Boeckenstedt

Kathryn Boeckenstedt
Assignor Kathryn A. Boeckenstedt

State of Iowa)
County of Dubuque) ss.

On this 21st day of March, 19 97, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Patrick J. Boeckenstedt and Kathryn A. Boeckenstedt to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Scott J. Wegmann
Notary Public

SCOTT J. WEGMANN
MY COMMISSION EXPIRES
2-14-2000

DATE 4-3-97 BOOK 137 PAGE 446