DELAWARE COUNTY IOWA
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BOOK 000 PAGE 2
DEBORAH L. FEYTON
DELAWARE CO RECORDER
37.00

Scott J. Wegmann, F&M Bank - 101 East Main Street, P.O. Box 588, Manchester, IA 52057, (319) 927-4475

ASSIGNMENT OF NOTE, MORTGAGE AND COLLATERAL DOCUMENTS

For and in consideration of the sum of $653,736.78, Dubuque Bank & Trust Company, 1398 Central Avenue, Dubuque, Iowa ("Assignor"), does hereby assign, convey and transfer absolutely without recourse to Farmers & Merchants Savings Bank, 101 East Main Street, Manchester, Iowa, ("Assignee"), the following:

A. Promissory Note dated February 14, 2000, in the original principal amount of $400,000.00 and referenced as Loan Number 1901029004.

B. Promissory Note dated February 14, 2000, in the original principal amount of $160,000.00 and referenced as Loan Number 1901029001.

C. Promissory Note dated February 14, 2000, in the original principal amount of $100,000.00 and referenced as Loan Number 9764185002.

Assignor represents that the aforementioned Notes are current and that the balance due on the Notes as of June 27, 2000, are as follows:

Loan Number	Principal	Interest as of June 29, 2000
1901029004	$ 395,704.13	$ 865.60
1901029001	149,278.48	4,294.22
9764185002	100,000.00	3,494.35

Assignor further assigns all of Assignor's right, title and interest to Assignee absolutely without recourse and as concerns the following Assignments, Mortgage and other collateral documents, to-wit:

1. Two Commercial Security Agreements dated September 24, 1999.

2. UCC-1 Financing Statement filed with the Secretary of State of Iowa on June 26, 1997, as Instrument Number K845142.

3. UCC-1 Financing Statement filed with the Secretary of State of Iowa on September 30, 1999, as Instrument Number P044918.

4. UCC-1 Financing Statement filed with the Secretary of State of Iowa on October 10, 1997, as Instrument Number K866435.

5. Purchaser's Assignment of Land Sale Contract recorded in Book 1999, Page 3448, executed by Kevin W. Gentz, a/k/a Kevin Gentz, and Debra S. Gentz, a/k/a Debra Gentz, husband and wife, and Dubuque Bank and Trust Co. filed September 29, 1999.

6. Mortgage recorded in Book 1999, Page 3452, executed by Kevin W. Gentz, a/k/a Kevin Gentz, and Debra S. Gentz, a/k/a Debra Gentz, husband and wife, to Dubuque Bank & Trust Co., dated September 24, 1999, and filed September 29, 1999.

7. Purchaser's Assignment of Land Sale Contract recorded in Book 1999, Page 3449, executed by Kevin W. Gentz, a/k/a Kevin Gentz, and Debra S. Gentz, a/k/a Debra Gentz, husband and wife, to Dubuque Bank & Trust Co., filed September 29, 1999

8. Purchaser's Assignment of Land Sale Contract recorded in Book 1999, Page 3450, executed by Kevin W. Gentz, a/k/a Kevin Gentz, and Debra S. Gentz, a/k/a Debra Gentz, husband and wife, to Dubuque Bank & Trust Co., filed September 29, 1999.

9. Original Farm Service Agency Loan Note Guarantee dated February 14, 2000, in the original amount of $400,000.00.

10. Original Farm Service Agency Loan Note Guarantee dated February 14, 2000, in the original amount of $160,000.00.

11. Original Farm Service Agency Loan Note Guarantee dated February 14, 2000, in the original amount of $100,000.00.

12. Secured Guaranty from Gentz Farms, Inc. dated February 14, 2000.

13. Secured Guaranty of Kevin W. and Debra S. Gentz dated September 24, 1999.

14. Interest Assistance Agreement dated February 14, 2000.

Assignor represents that it is the owner and holder of the aforementioned Promissory Notes. Assignor is not aware of any offsets, defenses or other claims by the makers thereof to or against the Notes, Mortgage, Assignments or other collateral documents securing amounts due under the Notes. The Notes, Mortgage, Assignments and other collateral documents are valid and enforceable to the best information and belief of the Assignor.

Assignor represents and warrants that the three Promissory Notes described above are subject to a valid 90% guaranty of amounts due thereunder by FSA as of June 29, 2000.

Assignor represents and warrants that to the best information and belief of Assignor the signatures by the respective makers of the Promissory Notes, Mortgage and other collateral documents are genuine.

This Agreement shall be governed by the laws of the State of Iowa and venue for any disputes concerning this Agreement shall be in Delaware County, Iowa.

DUBUQUE BANK & TRUST COMPANY

By: _____
Michael J. Lampo, Vice President

DUBUQUE BANK & TRUST COMPANY

By: _____
Steven J. Krogmeier, Sr. Vice President

FARMERS & MERCHANTS SAVINGS BANK

By: _____
Scott J. Wegmann
Assistant Vice President

STATE OF IOWA)
) ss.
COUNTY OF DUBUQUE)

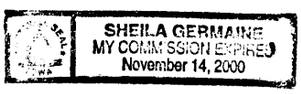
On this 29 day of June, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael J Lampo and Steven J Krogmeier, to me personally known, who being by me duly sworn, did say that they are the Vice President and sr. Vice President of the corporation executing the within and foregoing instrument; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Michael J Lampo and Steven J Krogmeier as officers acknowledged the execution of the foregoing instrument to be their voluntary act and deed of the corporation, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

SHEILA GERMAINE
MY COMMISSION EXPIRES
November 14, 2000

STATE OF IOWA)
) ss.
COUNTY OF DELAWARE)

On this 29th day of June, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott J. Wegmann, to me personally known, who being by me duly sworn, did say that he is the Assistant Vice President of the corporation executing the within and foregoing instrument; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Scott J. Wegmann as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



Sheila Germaine
Notary Public in and for the State of Iowa