DELAWARE COUNTY IOWA
FILED
2001 MY -2 AM 10: 29
BOOK 2001 PAGE 1451
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
17.00

Eric J. Heims, City State Bank, 59 4th Street N., P. O. Box 502. Central City, IA 52214 (319) 438-6621
(Name, address, and phone number of preparer)

(Space Above This Line for Recording Purposes)

CONDITIONAL ASSIGNMENT OF REAL ESTATE CONTRACT

COMES NOW the Purchaser(s), Norman E. and Linda A. Price, husband and wife, under a Real Estate Contract filed for record on March 13, 1992 in Book 129, Page 135, and Real Estate Contract filed for record on August 29, 1975 in Book 97, Page 353 in the Office of Recorder of Delaware County, Iowa, then Modified and joined together with Agreement For Modification and Joinder of Real Estate Contracts recorded in book 136, L.D., Page 379 dated June 12, 1996 and filed June 21, 1996 executed by Thelma Jacobs and Richard L. Jacobs, wife and husband, and Marylin Lange and Merlyn Lange, wife and husband (Sellers), and Norman E. and Linda A. Price, Buyer(s), for the following described premises:

The West Half (W ½) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼), and the North Half (N ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼), and the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), and the South Half (S ½) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼), and the South Three-Quarters (S ¾) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼), except, Commencing Twenty rods South of the Northeast corner of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) thence West Sixty (60) rods, thence South Eighty (80) rods, thence East Sixty (60) rods, thence North Eighty (80) rods to the beginning, All in Section Sixteen (16), Township Eighty-seven (87) North, Range Four (4) West of the Fifth (5th) P.M. AND The South Half (S ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), the South Half (S ½) of the North Half (N ½) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼), all in Section Sixteen (16), Township Eighty-seven (87) North, Range Four (4), West of the Fifth (5th) P.M. Excepting further the following description: the West three-eighths (W 3/8) of the South three-fourths (S ¾) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼), and the West three eighths (W 3/8) of the North one-half (N ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) and the West sixty-four (64) rods of the South one-half (S ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Sixteen (16), Township Eighty-seven (87) North, Range Four (4), West of the Fifth (5th) P.M. AND The Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section Sixteen (16), and the North one-half (N ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section Twenty-one (21), all in Township Eighty-seven (87) North, Range Four (4), West of the Fifth (5th) P.M., also that part of the Southeast Quarter (SE ¼) of the Southwest Quarter of said Section Sixteen (16) and of Northeast Quarter (NE ¼) of Northwest Quarter (NW ¼) of said Section Twenty-one described as follows: Commencing at a point on the East line of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of said Section Twenty One (21) that is 31.9 chains North of center of said Section Twenty One (21), running thence West 2.6 chains, thence North 9.4 chains, thence West 10 chains, thence North 9.3 chains, thence West 7.2 chains, more or less, to West line of Southeast Quarter (SE ¼) of Southwest Quarter (SW ¼) of said Section Sixteen (16), thence North to Northwest corner of said Southeast Quarter (SE ¼) of Southwest Quarter (SW ¼), thence East to Northeast corner of said Southeast Quarter (SE ¼) of Southwest Quarter (SW ¼), thence South to point of beginning, subject to public highways, AND The West three-eighths (W 3/8) of the South three-fourths (S ¾) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼), and the West three-eighths (W 3/8) of the North One-half (N ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), and the West Sixty-four rods of the South One-half (S ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Sixteen (16), Township 87 North, Range 4, West of the Fifth P.M. AND The Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Sixteen (16), Township Eighty Seven (87), Range Four (4), West of the 5th P.M. except the West One-fourth (W ¼) of the South Three-fourths (S ¾) thereof; and a tract of land described as follows: Commencing at the Northwest Corner of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Sixteen (16), Township Eighty Seven (87), Range Four (4) West of the 5th P.M., thence North Twenty-two (22) rods, thence West Fifty (50) rods, thence South Forty Two (42) rods, thence East Fifty (50) rods, thence North Twenty (20) rods to the point of beginning; and the North One-half (N ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Sixteen (16) Township Eighty Seven (87), Range Four (4), West of the 5th P.M., except the West One-fourth (W ¼) and further excepting that portion of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) lying East of the gravel road consisting of two (2) acres.

and states as follows:

(Buyers) Norman E. and Linda A Price , hereby conditionally assign all our right, title, claim and interest in and to certain written Real Estate Contract(s) referred to hereinabove, and all amendments thereto, and we do further hereby relinquish all our rights in said described real estate and under said written contract to City State Bank, Central City, Linn County, Iowa (hereinafter referred to as the "Bank"), and including any right to dower and homestead, in the above-described real estate which may exist in our favor by virtue of said written contract in case there is any default or failure to perform on our part under the terms of said contract.

Furthermore, the Bank will place a mortgage or deed of trust against said above-described premises to secure its interest herein.

The Seller under said contract, by his signature below, hereby agrees to give notice of any default therein, pursuant to said contract, not only to the Buyer set forth in the contract, but also to the Bank,

which has an interest as mortgagee hereunder. In addition, the Seller, by his signature below, hereby agrees to allow said Bank at least 30 days to cure any defaults set forth in a Notice of Forfeiture or otherwise (which right to cure shall be solely at the option of the Bank). This provision shall not be construed as requiring the Bank to cure any default unless the Bank, in its sole discretion, decides to do so in order to protect its security herein.

Dated this 23rd day of June, 2000.

* Norman E. Price

Linda A. Price

Thelma Jacobs

Richard L. Jacobs

Marilyn Lange

Merlyn Lange

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE, AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Norman E. Price

Linda A. Price

STATE OF IOWA)

.....) ss

COUNTY OF LINN)

On this 23rd day of June, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared (Buyers) Norman E. & Linda A. Price, 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 the State of Iowa

ERIC J. HEIMS
MY COMMISSION EXPIRES
12-06-02

STATE OF IOWA)

.....) ss

COUNTY OF LINN)

On this 23rd day of June, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared (Sellers) Thelma Jacobs, Richard Jacobs, Marilyn Lange, Merlyn Lange 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.

Notary Public in and for the State of

ERIC J. HEIMS
MY COMMISSION EXPIRES
12-06-02

Return to: City State Bank, PO Box 523, Central City, IA 52214
Attn: Loan Dept.