Farmers State Bank
P.O. Box 569
Marion, IA
52302-0569

DELAWARE COUNTY IOWA
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DELAWARE COUNTY RECORDER
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ASSIGNMENT OF VENDOR'S INTEREST
IN REAL ESTATE CONTRACT, MORTGAGE AND SECURITY AGREEMENT

FOR SECURITY PURPOSES Carole J. Martinsen("Assignor"), in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, convey, mortgage and pledge unto FARMERS STATE BANK ("Assignee") all of Assignor's right, title and interest in and to the following described real estate situated in Delaware County, Iowa:

Lot Thirty Five (35) of "Clair-View Acres at Delhi, Iowa" in Sections Twenty Three (23) and Twenty Six (26), Milo Township, Delaware County, Iowa, according to plat thereof recorded in Book 2 Plats, Page 200; same being a part of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section Twenty Six (26), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian.

The present interest and equity in said real estate is evidenced by a certain Real Estate Contract ("Contract") executed by Carole J. Martinsen, as Sellers and Kevin Kiburz and Melanie Kiburz, as Buyers, which Contract is dated October 5, 2001 and filed of record on October 17, 2001 in Volume 2001 at Page 3728 in the office of the Delaware County, Iowa, Recorder.

The interest of Assignor in said real estate and in all rents, income and profits from said real estate is hereby assigned, transferred, mortgaged, pledged and conveyed to Assignee to secure all obligations now existing or hereafter incurred by Assignor to Assignee. The security granted hereby is and shall be continuing until specifically terminated in writing by Assignee.

NOTICE: This Assignment and Mortgage secures credit in the amount of $81,669.31. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages or liens.

The Assignee is hereby given authority to make such additional advancements to Assignor herein, upon the signed order or receipt of Assignor or any one of them, if there is more than one, and secured as the original obligation herein. THIS PARAGRAPH SHALL NOT CONSTITUTE A COMMITMENT TO MAKE ANY ADDITIONAL LOANS IN ANY AMOUNT.

Assignor hereby grants Assignee a security interest in and to said Contract and all assets described in said Contract, including, but not limited to, the right to receive payments due pursuant to said Contract.

It is further agreed that if property insurance is not promptly effected, or if the taxes or special assessments assessed against said property shall become delinquent. Assignee (whether electing to declare the whole mortgage due and collectible or not), may (but need not) effect the insurance and pay said taxes and special assessments (irregularities in the levy or assessment of said taxes being expressly waived), and all such payments with interest thereon at the highest legal rate shall be a lien against said premises.

It is hereby expressly agreed by Assignor that in the event of the nonpayment of any note, obligation or liability secured hereby in accordance with their terms or at maturity, whether such maturity be by acceleration or otherwise, or in the event of the failure of Assignor to keep and perform any of the conditions, stipulations and covenants herein contained or required to be kept by the terms of any obligation secured hereby, that then the whole amount

of principal and interest secured by this Assignment and Mortgage and then unpaid shall become due and payable absolutely, at the option of Assignee, its successors or assigns, and without notice to Assignor, suit may be brought for the collection thereof, and for the foreclosure of this Assignment and Mortgage, and a Receiver may be appointed to take charge of the premises and collect the rents and profits thereof to be applied as may be directed by the Court.

Assignor hereby agrees that in the event legal proceedings by foreclosure or otherwise are instituted to collect any note or obligation or-liability hereby secured or in the event of the collection of any such note or obligation by an attorney at law, that a reasonable attorney's fee and also the reasonable cost and expense of an abstract of title and title search shall be allowed and added to the debt secured hereby and become a lien upon all of the property hereinabove described. Assignor agrees to pay such attorney's fees, abstract expense and title search expense, and such attorney's fees and expenses shall be taxed as part of the costs in any judgment or decree rendered in such proceedings.

Assignor hereby agrees that in the event of foreclosure of this Assignment and Mortgage, Assignee may, at Assignee's sole discretion elect:

(i) pursuant to Iowa Code § 628.26, to reduce the period of redemption after sale in foreclosure to six (6) months; or

(ii) pursuant to Iowa Code § 628.27, to reduce the period of redemption after sale in foreclosure to sixty (60) days; or

(iii) pursuant to Iowa Code § 628.28 or any other Iowa Code section to reduce the period of redemption after sale in foreclosure to such time as may then be applicable and provided by law.

HOMESTEAD WAIVER

I understand that homestead property is in many cases protected from 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.

Dated: December 27, 2001 Carol J. Martinson

Dated: _____ _____

This Assignment and Mortgage is exempt from real estate transfer tax and the filing of a Declaration of Value Statement since it is a conveyance which secures a debt and other obligations.

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

Dated at Farmers State Bank, Iowa, this 27th day of December, 2001.

Carol J. Martinson

_____

STATE OF IOWA)

) ss.

COUNTY OF LINN)

On this 27TH day of DECEMBER 20 01, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CAROLE J. MARTINSEN, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.

DOUGLAS N. NEIGHBOR
Commission Number 208705
My Comm. Exp. 9/23/03

Notary Public in and for the State of Iowa