Entered for taxation 21st day
of May A.D. 2003
Sharon McCubbin, Auditor
By Deputy

DER FEE $ 17.00
OR FEE $ 15.00

DELAWARE COUNTY IOWA
FILED
2003 MAY 19 AM 9:29

BOOK 2003 PAGE 1893
DEBORAH L. PEYTON
DELAWARE CO. RECORDER

NAME: DANIEL J. ZITELMAN 89-36; ADDRESS: P.O. BOX 98 PHONE: 563-[illegible]-2415
(X) STATE BANK 89-35; WORTHINGTON, IOWA 52078
89-34 ** CORRECTIVE

ASSIGNMENT OF REAL ESTATE CONTRACT

Tax Statement: Gary & Lori Wessels, 2193 332nd Ave., Dyersville, IA 52040

In order to induce State Bank of Worthington with it's principal office in Worthington, Iowa, to make a loan to the undersigned and in order to provide security, in part, therefore, the undersigned borrowers do hereby assign all of their right, title and interest in and to a certain Real Estate Contract, described below, to said State Bank of Worthington:

That a certain Real Estate Contract dated DECEMBER 2, XX 2002,

wherein GARY G. WESSELS & LORI WESSELS, HUSBAND & WIFE

is/are contract vendor(s) in the amount of $624,903.33

recorded in the County Recorder's Office of Delaware County,

City of Manchester, Iowa on December 12, XX 2002

in Book 2002 on Page 4697, covering

the following described real estate, to-wit:

**CORRECT & MODIFY ASSIGNMENT OF REAL ESTATE CONTRACT RECORDED FEB. 26, 2003 IN BOOK 2003 PAGE 856

SEE ATTACHED EXHIBIT A

It is distinctly understood, however, that this Assignment imposes no liability on the assignees thereof, unless and until said State Bank of Worthington, Assignee, undertakes to assume the rights, liabilities, and obligations under said Real Estate Contract, by written notice, given by it to the contract vendor or contract vendee.

Assignors further stipulate that no previous Assignment has been made, that all terms of the purchase contract have been or will be fulfilled and agree further that no additional Assignment will be made on the realty specified under the aforementioned contract.

Assignors agree that upon fulfilling the terms of the purchase of sale contract and acquiring a deed thereto, they will execute a real estate mortgage to assignee as additional collateral security for payment of a Note dated JANUARY 27, XX 2003.

x Gary G Wessels
GARY G. WESSELS

x Lori Wessels
LORI WESSELS

STATE OF IOWA)
SS
COUNTY OF DUBUQUE)

I, DANIEL J. ZITELMAN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that GARY G. WESSELS & LORI WESSELS personally known to me to be the same person whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, ~~sealed~~ and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of May, XX 2003

DANIEL J. ZITELMAN
Commission Number 193261
My Commission Expires
10/30/03

Daniel J Zitelman
Notary

EXHIBIT A

The E½ of the NE¼ of the SE¼ of Section 22; the NW¼ of the SW¼, and, the W½ of the NE¼ of the SW¼ of Section 23; all in Township 89 North, Range 2 West of the 5th P.M., in Dubuque County, Iowa, according to the United States Government Survey thereof, subject to highway and easements of record

West Half of the Southwest Quarter; Southeast Quarter of the Southwest Quarter except the South 286 feet of the East 220 feet thereof; Northeast Quarter of the Southwest Quarter except the North 1298 feet of the East 260 feet thereof, all in Section 36, Township 89 North, Range 3, West of the 5th P.M., Delaware County, Iowa, subject to roadways and easements of record

The West half of the SW¼ of Section 35, Township 89 North, Range 3 West of the 5th P.M., except that part conveyed to the State of Iowa by warranty deeds recorded in Book 80 L.D., Page 150 and in Book 83, L.D., Page 273, subject to easements of record, Delaware County, Iowa

AND the East 9.35 acres of the Southeast Quarter (SE¼) of Section 34, Township 89 North, Range Three (3) West of the 5th P. M.

EXEMPT from Declaration of Value and Groundwater Hazard Statement per exemption no. 10: Contract, which, without additional consideration, confirms, corrects, modifies, or supplements a contract previously recorded.