Entered for taxation 20th day
of May A.D. 2003
Sharon McCrystal, Auditor
By _____, Deputy

RDER FEE $ 17.00
OR FEE $ 10.00

DELAWARE COUNTY IOWA
FILED
2003 MY 19 AM 9:31
BOOK 2003 PAGE 2395
DEBORAH L. FEYIG
DELAWARE CO. RECORDER

NAME: DANIEL J. ZITELMAN 89-32; 89-34 ADDRESS: P.O. BOX 98 PHONE: 563-875-2415
(X) STATE BANK WORTHINGTON, IOWA 52078

** CORRECTIVE
ASSIGNMENT OF REAL ESTATE CONTRACT

Tax Statement: Joe & Kathy Wessels, 3175 219th St., Earlville, IA 52041

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 Joseph G. Wessels & Kathy 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 4696, covering

the following described real estate, to-wit:

**CORRECT & MODIFY ASSIGNMENT OF REAL ESTATE CONTRACT RECORDED ON FEB. 26, 2003 IN BOOK 2003 PAGE 854

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.

Joseph G. Wessels
Joseph G. Wessels

Kathy Wessels
Kathy 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 Joseph G. Wessels & Kathy 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

East Half of the Northwest Quarter and West Half of the Northeast Quarter of Section 32 (except the railroad right of way and except highway easement, more particularly described as: Commencing at the North Quarter corner of Section 32, thence East 168.3' to point of beginning; thence continuing East 874.0' to a point of tangency of a 247.5' radius curve concave southwesterly, thence southeasterly along said 247.5' radius curve 252.2', thence South 31 degrees 38" East 317.6' to a point on the north right of way line of the Illinois Central Railroad; thence South 86 degrees 7" West along said North right of way line 641.7'; thence North 3 degrees and 53" West 50'; thence South 86 degrees 7" West 503.6'; thence North 379.5' to a point on the south line of the new highway right of way, thence North 87 degrees 52" West 106.8", thence North 33' to a point of beginning), all in Township 89 North, Range 3, Subject to public highways of record, Delaware County, Iowa

The SE 1/4 and the East 6 acres of the SW 1/4 of Section 34, Township 89 North, Range 3 West of the Fifth Prime Meridian, Delaware County, Iowa except that part conveyed to the State of Iowa by Warranty Deed recorded in Book 83, L.D., Page 273, and except that part of the SW 1/4 of the SE 1/4 of said Section 34 described as commencing at a point 1064 feet East of the Southwest corner of said SE 1/4 and running thence North 180 feet, thence East 103 feet, thence South 181 feet, thence West 103 feet to the point of beginning, subject to easements of record, Delaware County, Iowa

EXCEPT the East 9.35 acres of the Southeast Quarter (SE 1/4) 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: Conveyance which, without additional consideration, confirms, corrects, modifies, or supplements a contract previously recorded.