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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Return to: Fidelity Bank & Trust 208 2nd St. SE P.O. Box 277 Dyersville, IA 52040

This Instrument Was Drafted By (Name, Address and Telephone Number)
Alan R. Besler P.O. Box 277 Dyersville, IA 52040 (563)875-7157

ASSIGNMENT OF PURCHASER'S EQUITY IN CONTRACT FOR THE SALE OF REAL ESTATE

In consideration of a loan in the amount of Seven hundred thousand dollars($ 700,000.00) made by Fidelity Bank & Trust (hereinafter referred to as "Bank"), to the undersigned Richard J. Recker and Mary Ann Recker, Husband and Wife (hereinafter referred to as "Borrower"), of 502 6th Ave. SW Dyersville, IA 52040 , on this 20th , day of February , 2009 , the Borrower hereby assigns, transfer and conveys to Bank all of the equity, title and interest in and to the following described real estate:

See Attached Addendum (Page 2)

together with all equity, title and interest in and to the contract or purchase covering the above described real estate, from which contract dated March 22 , 2008 , recorded in the Office of the Recorder of Delaware County, Iowa in Book 2000 Page 925 as Document Number _____ on the 24th day of March , 2000 .

It is agreed by the Borrower that this Assignment shall have the same force and effect as a Real Estate Mortgage on the above described real estate, and that the undersigned hereby mortgage, pledging all of their equity, title and interest in and to the above described real estate and all the rights as Buyers under the above described real estate contract as security only for the loan set out above.

It is further agreed by the Borrower that this Assignment shall stand as security for any renewals, extensions of substitutions of the original obligation set out above, for any obligation owed to the bank on the date of this Assignment, and for any subsequent or future advances to the undersigned made by the Bank at its option.

It is also agreed by the Borrower that in the event of any default by the Borrower under the terms of the above described Real Estate Contract, Bank or its successor in interest is authorized to make payments on behalf of the undersigned that may be due of said Real Estate Contract or to take any other steps to protect its equity, and that any advancement made by the Bank for this purpose shall also be secured by this Assignment. The Borrower further agrees to immediately notify Bank of any Notice of Forfeiture, or Foreclosure of the above described Real Estate Contract served upon the undersigned and to execute any and all instruments that may be required by the Bank to protect its interest as assignee under this Assignment.

In the event of a breach of any of the above warranties or agreements, the Borrower agrees to indemnify and save the Bank harmless against all claims, demands, loss and liability howsoever arising out of the Contract and to pay the Bank upon demand, the balance unpaid on the Contract and, in the event of suit, all costs and reasonable attorney fees.

Dated this 20th day of February , 2009 .

Richard J Recker .
Richard J. Recker

Mary Ann Recker .
Mary Ann Recker

STATE OF IOWA DUBUQUE County, ss.

On this 20th day of February , A.D. 2009 , before me, the undersigned, a Notary Public in and for IOWA, personally appeared Richard J. Recker and Mary Ann Recker, Husband and wife to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

NOTARIAL SEAL IOWA
TODD A. STEFFEN
Commission Number 182411
My Commission Expires
12-12-10

Todd A Steffen
Notary Public in and for DUBUQUE County, Iowa

Attached Addendum

That part of the West half (W ½) of the Northwest Quarter (NW ¼) of Section Thirty Four (34) lying South of the Railroad Right of Way in Township Eighty Nine (89) North, Range Three (3) West of the 5th P.M., Delaware County, Iowa, except Parcel B Part of the Southwest Quarter (SW ¼) of the Northwest Quarter and part of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼), Section Thirty Four (34), Township Eighty Nine (89) North, Range Three (3) West of the 5th P.M., Delaware County, Iowa per plat recorded in Book 2006, Page 1869, subject to Real Estate Contract recorded in Book 2000, Page 925;

And,

That part of the Northeast Quarter (NE ¼) of Section Thirty Three (33) lying South of the Railroad Right of Way in Township Eighty Nine (89) North, Range Three (3) West of the 5th P.M., Delaware County, Iowa, except Parcel C part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Thirty Three (33), Township Eighty-Nine (89) North, Range Three (3) West of the 5th P.M., Delaware County, Iowa per plat recorded in Book 2005, Page 1007 and also except Parcel D part of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) and part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) ALL IN Section Thirty-Three (33), Township Eighty-Nine (89) North, Range (3) Three West of the 5th P.M., per plat recorded in Book 2006, Page 1869, all subject to Real Estate Contract recorded in Book 2000, Page 925.