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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Instrument prepared by and return to: Citizens State Bank, P.O. Box 4, Strawberry Point, Iowa 52076
(563) 933-2213 Janet Bockenstedt

ASSIGNMENT OF REAL ESTATE PURCHASE CONTRACT FOR SECURITY PURPOSES

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Steven Funk, of Delaware County, Iowa (hereinafter referred to as Assignor), does hereby assign, transfer and convey to CITIZENS STATE BANK, Strawberry Point, Iowa, (hereinafter referred to as BANK), all of his right, title and interest (both legal and equitable, whether now held or hereafter obtained) in and to the following described real estate:

The Northwest Quarter (NW 1/4) of Section Three (3), Township Ninety (T90) North, Range Five (5) West of the 5th P.M., in Delaware County, Iowa.

including any easements and servient estates appurtenant thereto,

together with all of his right, title and interest as buyer in and to the contract of sale covering the above described real estate wherein Thomas L. Funk is the seller and Steven Funk is the buyer, which contract, dated December 18, 2004, was recorded in the Office of the Recorder of Delaware County, Iowa, in Manchester, Iowa, on the 20th day of December, 2004, in Book 2004, Page 4685.

A. CONSIDERATION

It is agreed between Assignor and BANK that this Assignment is granted by Assignor to BANK in consideration of loan of $15,000.00 made by BANK to Assignor on this date all sums previously loaned or advances by BANK to or on behalf of Assignor (jointly or individually) and currently outstanding, all sums which BANK may at its option loan or advance to or on behalf of Assignor in the future, all renewals and extensions thereof and substitutions therefor, and all advances and protective disbursements made and costs and expenses incurred by BANK pursuant to the terms of this Assignment.

B. ASSIGNMENT AS COLLATERAL SECURITY

It is agreed between Assignor and BANK that this Assignment is granted to BANK for collateral security purposes and that this Assignment shall have the full and same force and effect as a mortgage and as a Security Agreement upon Assignor's interest in the above described real estate and upon Assignor's interest in the above described real estate contract, and that Assignor hereby mortgages, pledges and conveys to BANK all of his right, title and interest (both legal and equitable, whether now held or hereafter obtained) in and to the above described real estate and in and to the above described real estate contract and consents to the creation of a security interest therein as security for the repayment in full of the loans, renewals, extensions, substitutions, advances, protective disbursements, costs and expenses described in Paragraph A as evidenced by Assignor's joint and individual promissory notes or other instruments payable to BANK or as provided or authorized in this Assignment; and for interest on the same as set forth in such promissory notes or other instruments or

as provided in this Assignment; provided further, however, that the total amount of indebtedness secured by this Assignment shall at no time exceed $15,000.00, exclusive of interest and costs.

C. PRIOR ASSIGNMENT UNAFFECTED

It is agreed between Assignor and BANK that this Assignment shall in no manner be deemed to constitute or result in any release, waiver, termination or impairment of the prior assignment or real estate mortgage, if any, by Assignor to BANK of the above described real estate and real estate contract, or to constitute or result in any release, waiver, termination or impairment of any security and priority accorded to BANK by such prior assignment or mortgage; it being the intention of the parties that this Assignment shall be supplementary to, and a continuation of, such prior assignment and all rights, interests and duties created thereby.

D. GENERAL COVENANTS AND AGREEMENTS BY ASSIGNOR

1. Assignor covenants that he is the owner of the entire buyer's interest in the above described real estate contract, that he has good right to assign same, and that the condition of his title to said buyer's interest is the same as at the time of recording of said real estate contract.

2. Assignor covenants that as of the date of this Assignment there is an unpaid principal balance of $204,378.29 owed by Assignor to the above named seller under said real estate contract, without offset of any kind, together with interest at the rate of 6.00% per annum, and that $15,000.00 is due each May 1st and November 1st of each year until November 1, 2015 when the entire remaining balance of principal and interest is due and payable.

3. Assignor covenants to Bank that he will make full and timely payments to seller of all amounts of principal and interest required under the terms of the above described real estate contract, that he will promptly provide written proof of such payments to Bank, and that he will promptly and completely fulfill all of his obligations as buyer under the terms of said real estate contract including, but not limited to, the payment of taxes and insurance premiums.

4. Assignor understands and agrees that he hereby waives and relinquishes all rights of dower, homestead, distributive share and exemption in and to the above described real estate and real estate contract.

5. Assignor covenants that he will make no other assignments of his interest in said contract and in the underlying real estate during the duration of this Assignment without the prior written consent of Bank.

6. Assignor agrees that Bank is not obligated to perform or exercise any of the duties and rights of Assignor under said real estate contract, but that Bank may at its option do any act in relation to said contract which is permitted by the terms of this Assignment, such enumeration of the rights of Bank being non-exclusive.

7. Assignor covenants that he will do no acts for the purpose or with the effect of impairing Bank's security including, but not limited to, committing waste or permitting any mechanics liens to be imposed upon the above described real estate.

E. NOTICE TO SELLER OF ASSIGNMENT

Assignor agrees that, immediately after the execution of this Assignment, he will sign a written Notice of this Assignment which will be delivered by Bank to the seller under the above described real estate contract.

F. FORFEITURE OR OTHER LEGAL ACTION BY SELLER

Assignor agrees that in the event that any Notice of Forfeiture, or any other legal process or paper which seeks to forfeit, rescind, foreclose upon or enforce said real estate contract, is served upon him by the above-named seller, or his successors or assigns, Assignor will deliver a copy of same to Bank within 96 hours of receipt.

G. RIGHT OF BANK TO PROTECT ITS SECURITY

1. It is understood and agreed between Assignor and Bank that Bank may, at its option and for the purpose of protecting its security, do any acts permitted or required of Assignor as buyer under said real estate contract including, but not limited to, the advancement of sums for the payment of principal, interest, taxes, special assessments insurance, and the costs of necessary repairs, and that all sums so advanced shall be due and payable on demand or may, at the election of the Bank, be added to the total indebtedness to Bank secured hereby.

2. Assignor agrees that he will pay interest to Bank on all sums reasonably advanced by Bank as protective disbursements at the highest legal contract rate applicable to a natural person.

3. Assignor agrees that the doing of any acts by Bank pursuant to the Paragraph G shall in no manner relieve Assignor from his duty to faithfully perform his obligations as buyer pursuant to said real estate contract nor limit the right of Bank to declare a default by Assignor and to exercise all rights and remedies herein arising upon such a default by Assignor.

H. DEFAULT BY ASSIGNOR

Default by Assignor under this Assignment shall include any of the following:

1. Failure by Assignor to make timely payments to Bank of any sums of principal or interest as required by the terms of any promissory notes or other instruments (or any extensions or renewals thereof or substitutions therefore) evidencing the loan secured hereby, or failure by Assignor to timely reimburse Bank for any protective disbursements made by Bank pursuant to the terms of this Assignment.

2. Failure by Assignor to fully and timely comply with any of his contractual obligations to seller under the above described real estate contract.

3. Failure by Assignor to fully and timely perform or observe any other acts, conditions, agreements, or covenants made by or required of him under the terms of this Assignment.

I. BANK'S REMEDIES UPON DEFAULT BY ASSIGNOR

Assignor agrees that, upon default by Assignor, Bank may at its option have and pursue any or all of the following remedies:

1. Declare the entire indebtedness secured by this Assignment and/or by any prior assignment by Assignor to Bank of the above described real estate contract immediately due and payable and thereafter proceed to collect the same at once by foreclosure in equity of this Assignment and of any such prior assignment and/or by other legal means, and without notice of breach of the terms of this Assignment.

2. At any time after the commencement of an action in foreclosure, or during any applicable period of redemption, secure the appointment of a Receiver to take immediate possession of the above described real estate, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and be liable to account to Assignor only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and the indebtedness, costs and expenses hereby secured or herein mentioned.

3. Charge and collect from Assignor interest, at the highest legal rate applicable to a natural person, upon any sums hereby secured as to the payment of which Assignor is in default.

4. Procure an abstract of title, or continuation thereof, for the above described real estate, and charge and add to the total indebtedness hereby secured the cost of such abstract or continuation with interest at the highest legal rate applicable to a natural person.

J. ATTORNEY'S FEES AND OTHER COSTS AND EXPENSES OF COLLECTION

Assignor agrees to pay Bank's reasonable attorney's fees and other costs and expenses of collection, together with interest thereon at the highest legal rate applicable to a natural person, in case of any action, or in any proceedings in any court, to collect any sums payable by Assignor to Bank or secured by this Assignment, to protect the lien of title herein of Bank to enforce the obligations of seller under the above described real estate contract, or in any other case permitted by law in which attorney's fees and other costs and expenses may be collected from Assignor or charged upon the above described property.

K. TERMINATION AND RELEASE OF ASSIGNMENT

Upon full payment by Assignor to Bank of all sums owed to Bank and hereby secured or herein mentioned, this Assignment will become void and will be released of record by Bank, and Assignor's right, title and interest in and to the above described real estate contract and the above described real estate will be returned to Assignor.

L. ASSIGNMENT BINDING ON SUCCESSORS IN INTEREST

This Assignment shall apply to and bind the legal successors in interest of the respective parties.

M. CONSTRUCTION

All words herein, including acknowledgments hereof, referring to "Assignors" or "sellers" shall be construed to be of the appropriate gender and number according to the context.

N. ADDITIONAL PROVISIONS

Dated at Strawberry Point, Iowa, this 29th day of May, 2009.

Steven T Funk

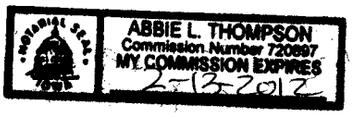
Steven Funk, Assignor

STATE OF IOWA

ss.

CLAYTON COUNTY

On this 29th day of May, 2009, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven Funk, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Abbie L Thompson

Notary Public

CITIZENS STATE BANK, Strawberry Point, Iowa, hereby accepts the above Assignment of buyer's (Assignor's) interest in the above described contract for the sale of real estate.

Date: 5/29/09

By: Corey D. Surom

Corey D. Surom,
Assistant Vice President