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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

This Instrument Was Drafted By Jason Heisler, Fidelity Bank & Trust, 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 Two Hundred Thousand & no/100 dollars($200,000.00) made by Fidelity Bank & Trust (hereinafter referred to as "Bank"), to the undersigned Danny J. Nefzger & Karla K. Nefzger, as husband and wife (hereinafter referred to as "Borrower"), of Manchester , on this 7th , day of May , 2010 , the Borrower hereby assigns, transfer and conveys to Bank all of the equity, title and interest in and to the following described real estate:

THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TEN (10), TOWNSHIP EIGHTY EIGHT (88) NORTH, RANGE FOUR (4), WEST OF THE 5TH P.M., TOGETHER WITH AN EASEMENT FOR ACCESS AS PER ATTACHED EXHIBIT "A".

together with all equity, title and interest in and to the contract or purchase covering the above described real estate, from which contract dated April 3rd , 2001 , recorded in the Office of the Recorder of Delaware County, Iowa in Book 2001 Page 1034 as Document Number _____ on the 3rd day of April , 2001 .

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 7th day of May , 2010 .

Danny J. Nefzger

Karla K. Nefzger

STATE OF IOWA DUBUQUE County, ss.

On this 7th day of May , A.D. 2010 , before me, the undersigned, a Notary Public in and for IOWA, personally appeared Danny J. Nefzger & Karla K. Nefzger, as 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.

JASON M. HEISLER
Commission Number 10100
My Commission Expires
10/18/11

Notary Public in and for Dubuque County, Iowa

EXHIBIT "A"

(1) Sellers grants to Buyers a perpetual private access easement over and across real estate owned by the Sellers to property being sold to the Buyers. Said remaining property owned by the Sellers is hereinafter described and lies adjacent to the West of the property herein sold:

Seller's remaining property:

The Northeast Quarter of Section Nine (9) except 15 acres in the Southwest corner of said quarter section described as commencing at the Southwest corner of Northeast Quarter of Section Nine (9), running thence North 50 rods, thence East 48 rods, thence South 50 rods, thence West 48 rods, to the place of beginning, all being in Township Eighty-Eight (88) North, Range Four (4), West of the Fifth P.M.

The West one-half (W½) of the Northwest Quarter (NW¼) of Section Ten (10), Township Eighty-Eight (88) North, Range Four (4), West of the Fifth P.M.

(2) The easement shall be binding on the heirs, successors and assigns of the parties hereto.

(3) That the access easement herein granted across the property of Seller shall be a private vehicular and foot path access easement and said access easement shall follow a route through and across the regular farm paths used by Seller so far as is possible.

(4) That said access easement is to be used by Buyers and their designees for purposes of farming the land herein sold to allow the Buyers access to such property for all farming purposes.

(5) That Buyers shall not damage any property of Sellers in the use of this easement except for the ordinary wear and tear necessitated by travel. Sellers shall be under no obligation to maintain the traveled portion or to fence it in any way. Neither shall Buyers fence or make permanent the current route used without the further permission of Sellers herein.

(6) Sellers reserve the right to redesignate any other reasonable route for this access easement at any time and all of the same terms and conditions herein shall be applicable thereto.