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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by: Pam Brown (319) 462-6031
Return to: Fidelity Bank & Trust, PO Box 456, Anamosa, IA 52205

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

In consideration of a ~~loan in the amount of~~ ~~xxxxxxxxxxxxxxx~~ all debts owed ~~xxxxxxx($xxxxxxxxxxx)~~ **made by Fidelity Bank & Trust, Grantee (hereinafter referred to as "Bank"), to the undersigned** R & R Realty, Inc. **, Grantor (hereinafter referred to as "Borrower"), of** Monticello, Iowa **, on this** 16th **day of** September **, 20**11**, the Borrower hereby assigns, transfers and conveys to Bank all of the equity, title and interest in and to the following described real estate:**

Parcel F - Part of Parcel A of the SW¼ of Section 18, T87N, R3W of the Fifth P.M., City of Hopkinton, Delaware County, Iowa. Part of H.A.Carter's Third Addition, according to plat recorded in Book 8 Plats, Page 125, as corrected by Affidavit recorded in Book 1999, Page 3581.

Together with all equity, title and interest in and to the contract of sale covering the above described real estate, from which contract dated January 6 **, 2010 , recorded in the Office of the Recorder of** Delaware **County, Iowa in Book** 2010 **Page** 66 **as Document Number** 2010 66 **on the** 8th **day of** January **, 20**10**.**

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, pledge and convey all of their equity, title and interest in and to the above real estate and all the rights as Sellers under the above described real estate contract as security and 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 or 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 Buyer under the terms of the agreement with the Bank as set out and attached to this document, Bank or its successor in interest is authorized to make any payments due and owing on the property for payment of said note. The Bank, at its discretion, may demand that any payments on the encumbered property be made jointly to the Borrower and the Bank.

The Bank or its successor in interest may take any steps necessary to protect its equity and any advancements made by the Bank for this purpose shall also be secured by this Assignment. The Borrower further agrees to immediately notify Bank of any intentions to serve forfeiture, or Foreclosure of the above described Real Estate Contract on the party buying the property 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 16th **day of** September **, 20**11**.**

R & R Realty, Inc.
Rob A. Hunt V.P.
Borrower Rob A. Hunt VP

Borrower

STATE OF IOWA)
COUNTY OF Jones **)**

On this 16th **day of** September **, 20**11**, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared**

Rob A. Hunt as VP for R & R Realty, Inc.

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

AARON L. ZUMBACH
Commission Number 186644
My Commission Expires
9-20-2014

Notary Public, State of Iowa