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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: Mary Jo Eike, Citizens State Bank, 7274 Columbus Street New Vienna, IA 52065 PH. 562-921-2725
Return to: Citizens State Bank, 7274 Columbus Street, New Vienna, Iowa 52065

ASSIGNMENT OF NOTES, LOAN GUARANTEES, COMMERCIAL SECURITY AGREEMENTS, OPEN-ENDED REAL ESTATE MORTGAGES, AND OTHER COLLATERAL DOCUMENTS, WITHOUT RECOURSE

For and in consideration of the sum of **two hundred thirty one thousand seven hundred sixteen dollars and ninety three cents ($231,716.93)** and other given and valuable consideration, and other good and valuable consideration, Community Savings Bank 101 E Union Edgewood IA 52042 ("Assignor"), does hereby assign, convey, and transfer absolutely without recourse to Citizens State Bank, 7274 Columbus Street New Vienna IA 52065 ("Assignee") the following notes, USDA loan guarantees, loan servicing entitlements and collateral documents made, executed and delivered by Joshua C Rahe and Katherine K Rahe (hereinafter collectively referred to as "Borrowers"), to the Assignor, to-wit:

**NOTES AS OF FEBRUARY 28, 2014:**

| Note No. | Note Date | Original Principal | Current Principal Amount | Accrued Interest | Interest Per-Diem |
|---|---|---|---|---|---|
| 1. 7200678 | 12/22/2009 | $211,000.00 | $109,296.71 | $432.63 | $7.5900 |
| 2. 7200652 | 12/22/2009 | $139,000.00 | $122,420.22 | $4,058.31 | $16.7699 |

**GUARANTEES:**

U.S.D.A Loan Guarantee (90%) dated 12/22/2009 (execution date by FSA) for Note #7200678

U.S.D.A Loan Guarantee (90%) dated 12/22/2009 (execution date by FSA) for Note #7200652

**ASSIGNMENTOF GUARANTEE:**

Assignment of Guarantee dated 07/11/2012 – Community Savings Bank assigning to Farmer Mac II LLC 90% FSA Guarantee Case # 16-028-466682412

**FARMER MAC II SALE AGREEMENT:**

Farmer Mac II Sale Agreement F13690 FSA Account Number 16-028-466682412 with commitment date of 7/10/2012, document delivery date of 08/09/2012. Commitment amount $113,572.02 with 5.00% note rate, net yield rate of 3.21% and servicing fee rate of 1.79%. Maturity date is 7/01/2032.

**AGRICULTURAL SECURITY AGREEMENTS:**

Security Agreements dated 12/22/2009

UCC-1 Financing Statement – Original file # E670227 with a file date of April 1, 2005

UCC-1 Financing Statement – Original file # E09049073-5 with a file date of December 23, 2009

Farm Service Agency Interest Assistance Agreement dated December 22, 2009 for loan # 7200678

**OPEN-ENDED REAL ESTATE MORTGAGES:**

Open-End Real Estate Mortgage dated 12/22/2009, securing Notes No. #7200637 and all future obligations of Mortgagor to Lender to the amount of $425,000.00, filed of record in the office the Delaware County, Iowa Recorder on December 23, 2009 in Book 2009 Page 4758, which is a junior lien encumbering the real estate listed below

**REAL ESTATE LEGAL DESCRIPTION:** (page 2)

The East One-Half (E ½) of the Southeast Quarter (SE ¼) of Section Twenty Six (26), and that part of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Twenty Six (26) described as commencing at the Southwest Corner of said Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) and running thence North Ten chains, thence Southeasterly Twenty Two and One-Tenth (22.1) chains to the Southeast Corner of said Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼), thence West to the point of beginning; and the North Three-Eighths (N 3/8) of the West One-Half (W ½) of the Southwest Quarter (SW ¼) of Section Twenty Five (25); and that part of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Twenty Five (25) described as commencing at the Northeast Corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of said Section Twenty Five (25) and running thence East Six (6) Rods, thence Southwesterly to a point Twenty (20) Rods North of the Center of the Southwest Quarter (SW ¼) of said Section Twenty Five (25), thence North Sixty (60) Rods to the point of beginning; all in Township Ninety (90) North, Range Five (5), West of the Fifth P.M.

Assignor represents that it is the owner and holder of the assigned notes, guarantees, agricultural security agreements, Open-Ended Real Estate Mortgages and that the same have not heretofore been pledged or assigned by the Assignor or otherwise transferred, absolutely or for security purposes, to any third-party individual(s) or entity. To the best of the Assignor's information and belief, the signatures on the notes, guarantees, agricultural security agreements, and Open-Ended Real Estate Mortgage are genuine. Assignor affirmatively represents and covenants that the amounts represented as due and owing on the notes, inclusive of accrued interest, are accurately represented above and that the Assignor is not holding in suspense or otherwise holding and not applying a payment heretofore made by the borrower to the Assignor.

Assignor represents that the notes are current and that there are no defaults by the Borrowers on the notes, any guarantee, security agreement, or Open-Ended Real Estate Mortgage under the terms of the same. Assignor is not aware of any claims for offsets or defenses by the Borrowers, U.S.D.A. and Farmer Mac II. Citizens State Bank and Joshua C Rand Katherine K Rahe hereby releases Community Savings Bank, its shareholders, directors, officers, employees, agents, representatives, attorneys and assigns, of and from all claims for relief, causes of action, counterclaims, defenses, and claims of liability of any kind and manner whatsoever, which Citizens State Bank and Joshua C and Katherine K Rahe, have, or may have, past, present, or future, whether know or unknown, arising from or related in any manner whatsoever to the indebtedness of the Debtors as evidenced by the above described promissory notes, security agreements, financing statements, guarantees, loan agreement, and Open-Ended Real Estate Mortgages.

Assignor acknowledges that the assignment of the notes, guarantees, agricultural security agreements, and Open-Ended Real Estate Mortgages are subject to and contingent upon approval by FSA of the assignment of the notes and substitution of Lender with the accompanying loan guarantee by the United States of America, acting through the Farm Service Agency of the United States Department of Agriculture and the assumption of servicing requirements with fees by the Assignee from the Assignor on the notes.

No amendment, modification or waiver of the provisions of this Assignment shall be effective unless the same shall be in writing and signed by the party against whom it is to be enforced, and then such amendment, modification or waiver shall be effective only in the specific instance and for the specific purpose for which given.

This Assignment shall be governed by and construed under and in accordance with the laws of the State of Iowa. Venue for any disputes shall be in the Iowa District Court for Delaware County.

This Assignment contains the entire agreements between the parties hereto with respect to the assignment of the notes, guarantees, agricultural security agreements, Open-Ended Real Estate Mortgages shall supersede any prior oral negotiations or agreements and shall be binding upon the parties hereto and their respective legal representative, successors and assigns.

If any part of this Assignment is held to be illegal, invalid or unenforceable, the remainder of this Assignment shall continue in full force and effect, not withstanding such illegality, invalidity or unenforceability.

The parties' waive trial by jury as to any disputes arising out of or relating to this Assignment.

Dated this 28th day of February, 2014.

ASSIGNOR

Community Savings Bank
101 E Union
Edgewood IA 52042

By: Linda A Bessey
Linda A Bessey its VP/Sr Mtg Officer

ASSIGNEE

Citizens State Bank
7274 Columbus Street
New Vienna IA 52065

By: Allan Boge
Allan Lee Boge its Assistant Vice President

BORROWERS: Signing to evidence their approval of the assignment of the notes, loan guarantees, commercial security agreements, Open-Ended Real Estate Mortgages, and other collateral documents, which they reaffirm and ratify.

Joshua C Rahe

Katherine K Rahe
Katherine K Rahe

STATE OF IOWA, COUNTY OF **Delaware**, SS:

On this 28th **day of** February, **2014**, before me, a Notary Public, personally appeared Linda A. Bessey 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.

SHELIA D. SMITH
Commission Number 196196
My Comm. Exp. 5-4-16

Shelia D. Smith
Notary Public: **Shelia D Smith**

STATE OF IOWA, COUNTY OF **Delaware**, SS:

On this 25th **day of** February, **2014**, before me, a Notary Public, personally appeared **Allan L Boge** 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.

SHELIA D. SMITH
Commission Number 196196
My Comm. Exp. 5-4-16

Shelia D Smith
Notary Public: **Shelia D Smith**

STATE OF IOWA, COUNTY OF **Delaware**, SS:

On this 28th **day of** February, **2014**, before me, a Notary Public, personally appeared **Joshua C Rahe and Katherine K Rahe, 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.

SHELIA D. SMITH
Commission Number 196196
My Comm. Exp. 5-4-16

Shelia D. Smith
Notary Public: **Shelia D Smith**