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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Title of Document: ASSIGNMENT OF SELLER'S EQUITY IN CONTRACT FOR THE SALE OF REAL ESTATE FOR SECURITY PURPOSES ONLY

After Recording Return To:
Fidelity Bank & Trust
P.O. Box 98
Worthington, IA 52078
Attn: Matt Goerdt
Phone: (563)855-2415

Taxpayer Mailing Address:
Richard and Patricia White
3138 Windmill Road
Hopkinton, IA 52237

Prepared By:
Matt Goerdt
P.O. Box 98
Worthington, IA 52078
Phone: (563)855-2415

Grantors:
Richard and Patricia White

Grantee:
Fidelity Bank & Trust

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Legal Description: The West one-half (w1/2) of the Northeast Quarter (NE1/4), and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), and the North one-half (N ½) of the Northeast Quarter (NE ¼) of the southwest Quarter (SW ¼) of Section Ten (10), Township Eighty Seven (87) North, Range Three (3), West of the 5th P.M.

This Instrument Was Drafted By: Fidelity Bank & Trust

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

In consideration of a loan in the amount of One hundred ninety-three thousand five hundred dollars ($193,500.00_) made by Fidelity Bank & Trust (hereinafter referred to as "Bank"), to the undersigned Richard L. White and Patricia Ann White, husband and wife (hereinafter referred to as "Borrower"), on this 11th, day of June, 2014, 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 West one-half (W 1/2) of the Northeast Quarter (NE 1/4), and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), and the North one-half (N 1/2) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Ten (10), Township Eighty Seven (87) North, Range Three (3), West of the 5th P.M.

together with all equity, title and interest in and to the contract or purchase covering the above described real estate, from which contract dated October 29, 2013

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 Sellers 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 11th day of June, 2014.

Richard L. White

Richard L. White

Patricia A. White

Patricia A. White

STATE OF IOWA DUBUQUE County, ss.

On this 11th day of June, 2014, before me, the undersigned, a Notary Public in and for IOWA, personally appeared Richard L. White and Patricia A. White 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.

Matthew J. Goerdt

Notary Public in and for DUBUQUE County, Iowa

MATTHEW GOERDT
Commission Number 804
My Commission Expires
5-4-16