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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: 563-921-2725
Return to: Citizens State Bank, 7274 Columbus Street New Vienna IA 52065

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

For and in consideration of the sum of one million twelve thousand seven hundred thirty-eight dollars and four cents ($1,012,738.04) 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, 117 West First Street, Monticello, IA 52310 ("Assignee") the following notes, USDA loan guarantees, loan servicing entitlements and collateral documents made, executed and delivered by Mark J Fitzpatrick and Sheryl J Fitzpatrick (hereinafter collectively referred to as "Borrowers"), to the Assignor, to-wit:

NOTES AS OF OCTOBER 3, 2014:

Note No.	Note Date	Original Principal	Current Principal Amount	Accrued Interest	Interest Per-Diem
1. 7231350	12/05/2012	$358,587.00	$326,965.80	$76.14	$38.0714
2. 7231376	12/05/2012	$711,000.00	$685,527.06	$169.04	$84.5 170

GUARANTEES:

1. U.S.D.A Loan Guarantee (90%) dated 03/22/2013 (execution date by FSA) for Note #7231376

2. U.S.D.A Loan Guarantee (90%) dated 03/22/2013 (execution date by FSA) for Note #7231350

AGRICULTURAL SECURITY AGREEMENTS:

Security Agreements dated December 5, 2012

UCC-1 Financing Statement – Original file # E483044 with a file date of August 12, 2002.

UCC-1 Financing Statement – Original file # E532315 with a file date of April 30, 2003.

OPEN-ENDED REAL ESTATE MORTGAGES:

1. Real Estate Mortgage dated December 5, 2012, securing Note No. # 7231376 of Mortgagor to Lender in the amount of $711,000.00, filed of record in the office the Delaware County, Iowa Recorder on February 28, 2013 in Book 2013, Page 798, which is a first lien encumbering the real estate listed below:

2. Real Estate Mortgage dated December 5, 2012, securing Note No. #7231350 of Mortgagor to Lender in the amount of $358,587.00, filed of record in the office the Delaware County, Iowa Recorder on January 28, 2013 in Book 2013, Page 797, which is a second lien encumbering the real estate listed below:

REAL ESTATE LEGAL DESCRIPTION:
The Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Four (4), And the East one-half (E ½) of the Northeast Quarter (NE ¼) of Section Eight (8), and the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Nine (9), all in Township Ninety (90) North, Range Four (4), West of the Fifth P.M..

APPRAISAL:
Donnelly Auctioneering & Appraisal Service appraisal dated November 20, 2012 with an effective date of November 17, 2012. Appraisal performed by Emmett Donnelly

MJF
SJF

Assignor represents that it is the owner and holder of the assigned notes, guarantees, agricultural security agreements, appraisals, 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 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 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 Mark J Fitzpatrick and Sheryl J Fitzpatrick 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 Mark J Fitzpatrick and Sheryl J Fitzgerald, 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 Real Estate Mortgages.

Assignor acknowledges that the assignment of the notes, guarantees, agricultural security agreements, and 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, appraisals, 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 3rd day of October, 2014.

ASSIGNOR

Community Savings Bank
101 E Union
Edgewood IA 52042

By: _____ its V.P.

ASSIGNEE

Citizens State Bank
117 West First St
Monticello IA 52310

By: _____ its AVP

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

Mark J Fitzpatrick

Sheryl J Fitzpatrick



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

On this 3rd day of October, **2014**, before me, a Notary Public, personally appeared **Scott Wegmann** 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.

NOTARIAL SEAL IOWA
ALLAN L BOGE
Commission Number 784140
My Commission Expires
5-16-17

Notary Public: **Allan L Boge**

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

On this 3rd day of December, **2014**, before me, the undersigned, a Notary Public, personally appeared **Jackie Johnson** to me personally known, who, being by me duly sworn, did say that they are the **Executive Vice-President** of said corporation, that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and the said **Jackie Johnson** acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Jackie Johnson
Executive Vice President

NOTARIAL SEAL IOWA
ALLAN L BOGE
Commission Number 784140
My Commission Expires
5-16-17

Notary Public: **Allan L Boge**

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

On this 3rd day of October, **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.

Karen K Kluesner

NOTARIAL SEAL IOWA
KAREN K. KLUESNER
Commission Number 169562
My Commission Expires
5-17-17

Notary Public: **Karen Kluesner**

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

On this 3rd day of October, **2014**, before me, a Notary Public, personally appeared **Mark J Fitzpatrick and Sheryl J Fitzpatrick, 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.

NOTARIAL SEAL IOWA
ALLAN L BOGE
Commission Number 784140
My Commission Expires
5-16-17

Notary Public: **Allan L Boge**