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Document 2016 624 Type 05 001 Pages 1
Date 3/14/2016 Time 10:28:29AM
Rec Amt $7.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Nathan Freeze, Fidelity Bank & Trust, PO Box 277, Dyersville, IA 52040, (563) 875-7157
This Instrument Was Drafted By (Christy Osterhaus PO Box 277, Dyersville, IA 52040)

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

In consideration of a loan in the amount of Three Million & no/100 dollars($ 3,000,000.00) made by Fidelity Bank & Trust (hereinafter referred to as "Bank"), to the undersigned Martin Wulfekuhle and Rita Wulfekuhle, husband and wife, (hereinafter referred to as "Borrower"), of 1539 120th St., Strawberry Point, IA 52076, on this 12th, day of February , 2016, 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 East Half (E 1/2) of the Southeast Quarter (SE 1/4); the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4); and the East Half (E 1/2) Southwest Quarter (SW 1/4); all in Section 11, Township 90 North, Range 6, West of the 5th P.M., and the South West quarter (SW 1/4) of Section Twelve, Township Ninety North, Range Six, West of the Fifth P.M., Delaware County, Iowa, subject to easements of record

together with all equity, title and interest in and to the contract or purchase covering the above described real estate, from which contract dated February 17 ,2009, recorded in the Office of the Recorder of Delaware County, Iowa in Book 2009 Page 733 as Document Number 2009 733 on the 25th day of February , 2009.

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 12th day of February , 2016.

Martin Wulfekuhle

Rita Wulfekuhle

STATE OF IOWA DUBUQUE County, ss.

On this 12th day of Februaryr, A.D. 2016, before me, the undersigned, a Notary Public in and for IOWA, personally appeared Martin Wulfekuhle and Rita Wulfekuhle 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.

NATHAN FREEZE
Commission Number 712045
My Commission Expires
8-16-16

Notary Public in and for DUBUQUE County, Iowa