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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and return to: Dena Himes, Fidelity Bank & Trust, 107 S. Garnavilo St., PO Box 456, Anamosa, IA 52205,
(319) 462-6031

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

In consideration of a loan in the amount of Six Hundred Thirty Thousand and no 100 dollars (630000.00) made by Fidelity Bank & Trust (hereinafter referred to as "Bank"), to the undersigned Adam J. Feldmann & Angie M. Feldmann (hereinafter referred to as "Borrower"), of Hopkinton, IA , on this 31st day of March, 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:See Addendum A

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 19th , 2016, recorded in the Office of the Recorder of Delaware County, Iowa in Book 2016 Page 442 as Document Number 2016 442 on the 31st day of March 2016.

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 31st day of March, 2016.

Adam J. Feldmann

Angie M. Feldmann

STATE OF IOWA )
) ss
COUNTY OF Jones )

On this 31st day of March , 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Adam J. Feldmann & Angie M. Feldmann, 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.

WITNESS my hand and notorial seal the day and year last above written.

Notary Public in and for Jones County, Iowa



Addendum

1. The Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4); and the East twenty seven (27) acres of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4); and the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) except the North one hundred two (102.0) feet of the East four hundred ten (410.0) feet thereof, and except the South two hundred (200.00) feet of the North three hundred two (302.0) feet of the East four hundred ten (410.0) feet, and except Parcel 2015-112 according to Plat of Survey recorded in Book 2015, Page 3394; and the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) except Parcel 2015-113 according to Plat of Survey recorded in Book 2015, Page 3394; all in Section Thirty two (32), Township Eighty Eight (88) North, Range 3, West of the Fifth P.M., in Delaware County, Iowa. Subject to roadways and easements of record.