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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

MEGHAN THEN, Fidelity Bank & Trust, 110 1ST AVE W, WORTHINGTON, IA 52078, (563) 855-2415
This Instrument Was Drafted By (Name, Address, and Telephone Number)

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

In consideration of a loan in the amount of six hundred twenty five thousand & no/100 dollars($625,000.00) made by Fidelity Bank & Trust (hereinafter referred to as "Bank"), to the undersigned Daniel Edward Lahr and Jacqueline B Lahr, Husband and Wife, (hereinafter referred to as "Borrower"), of 912 Evergreen Drive, Manchester, IA 52057, on this 2nd, day of March, 2020, 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 NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION SIXTEEN (16), AND THAT PARCEL OF LAND DESCRIBED AS COMMENCING AT THE NORTH EAST CORNER OF THE NORTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION SIXTEEN (16), THENCE WEST ABOUT FORTY (40) RODS, MORE OR LESS, TO THE WEST BANK OF THE CREEK, THENCE SOUTHWESTERLY ALONG THE WEST BANK OF THE CREEK TO A POINT TWO (2) RODS DISTANT FROM THE NORTH LINE OF SAID SECTION, THENCE EAST PARALLEL WITH THE TWO (2) RODS FROM SAID NORTH LINE OF SAID SECTION TO EAST LINE OF SAID QUARTER SECTION, THENCE NORTH TO POINT OF BEGINNING, AND THE SOUTH EAST QUARTER OF SOUTH WEST QUARTER AND SOUTH ONE HALF OF SOUTH EAST QUARTER OF SECTION SEVENTEEN (17), EXCEPT COMMENCING AT NORTH EAST CORNER OF SOUTH EAST QUARTER OF SOUTH EAST QUARTER OF SAID SECTION SEVENTEEN (17), RUNNING THENCE WEST ALONG QUARTER QUARTER LINE 3 CHAINS, 92 LINKS, THENCE SOUTH BEARING SLIGHTLY TO EAST 7 CHAINS 28 LINKS, THENCE SOUTHEASTERLY 3 CHAINS, 65 LINKS, THENCE NORTH ALONG EAST SECTION LINE OF SAID SECTION 8 CHAINS, 35 LINKS TO BEGINNING; ALSO SOUTH 5/8 OF SOUTH ONE HALF OF SOUTH WEST QUARTER OF SECTION SIXTEEN (16), ALL BEING IN TOWNSHIP NINETY (90), NORTH, RANGE FIVE (5), 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 July 20, 2011, recorded in the Office of the Recorder of Delaware County, Iowa in Book 2011 Page 2334 as Document Number 2011 2334 on the 22nd day of July, 2011.

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 2nd day of March, 2020.

Daniel E Lahr

Jacqueline B Lahr

STATE OF IOWA DUBUQUE County, ss.

On this 2nd day of March, A.D. 2020, before me, the undersigned, a Notary Public in and for IOWA, personally appeared Daniel E Lahr 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.

JEREMY R. OLBERDING
Commission Number 741023
My Comm. Exp. 6/7/20

Notary Public in and for DUBUQUE County, Iowa