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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

X Prepared and return to Brian C. Lubben, Fidelity Bank & Trust 424 E. Oak St. PO Box 455, Monticello, IA 52310 (319)465-7010

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

In consideration of the indebtedness to Fidelity Bank & Trust (hereinafter referred to as "Bank"), to the undersigned Nick G. Eike and Alexa B. Eike (hereinafter referred to as "Borrower"), of Manchester, Iowa on this 7th day of August, 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 NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) AND THE WEST ONE-HALF (W1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWO (2) AND THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) AND THE EAST ONE-HALF (E1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION THREE (3) ALL IN TOWNSHIP 87 NORTH, RANGE 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 April 11th, 2012 recorded in the Office of the Recorder of Delaware County, Iowa in Book 2012 Page 1169 as Document Number 2012 1169 on the 11th day of April, 2012.

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 7th day of August, 2020.

Nick G. Eike,

Alexa B. Eike,

State of **Iowa**)
) *ss*
County of Jones)

On this 7th day of August, 2020, before me, the undersigned, a Notary Public in and for Jones County, Iowa, personally appeared Nick G. Eike and Alexa B. Eike, 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 notary seal the day and year last above written.

NOTARIAL SEAL IOWA
BRIAN C. LUBBEN
COMMISSION NUMBER 701127
MY COMMISSION EXPIRES
1-10-2021

Notary Public in and for Jones County, **Iowa**