

ORIGINAL

ASSIGNMENT BY PURCHASER (VENDEE) OF REAL ESTATE CONTRACT

For value received, the undersigned debtor(s) do hereby assign to Homeland Bank, Indianola, Iowa, hereinafter called assignee, all right, title, and interest in and to a certain real estate contract described below.

For the assignment see Book # 134-412 6-26-95

OBLIGATIONS SECURED - This Assignment is continuing until specifically terminated in writing by assignee. The pledging of equity ownership in real property granted hereby is given to secure the performance of the covenants and agreements herein set forth and the payment of all indebtedness. Indebtedness may be evidenced by promissory note(s) or other instruments executed by Debtor to the order of assignee and any other indebtedness of Debtor to assignee, whether now existing or hereafter incurred, of every kind and character, direct or indirect, whether as maker, endorser, guarantor or surety and whether such indebtedness is from time to time reduced and thereafter increased or entirely extinguished and thereafter reincurred. This assignment also secures any sums advanced by assignee for all expenditures deemed by assignee as prudent, including for insurance, taxes, and repairs with respect to the Collateral, and any attorney fees and other charges and expenses incurred in the collection of the obligations secured hereby, except such expenditures as may not legally be allocated as obligation of Debtor.

Assignment is of that certain real estate contract dated February 15, 1988, wherein Scott Fenimore, (is) (are) the contract vendee (vendees), and Carolyn L. Fenimore are (is) contract vendor(s), in contract of original amount of \$25,000 recorded in the County Recorders Office of Madison County, City of Winterset Iowa, on February 19, 1988, in Book 124 on Page 63 covering the following described realty, to wit:

See attached legal description

STATE OF IOWA, Inst. No. 3281 Filed for Record this 28 day of June 19 95 at 3:30 PM  
MADISON COUNTY, SS. Book 134 Page 412 Recording Fee \$ 10.00 Michelle Utsher, Recorder, By Shirley H. Henry Deputy

I/WE UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I/WE VOLUNTARILY GIVE UP MY/OUR RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

[Signature]  
BORROWER Scott Fenimore

Terri Fenimore  
BORROWER Terri Fenimore

June 27, 1995  
DATE

It is distinctly understood, this assignment imposes no liability on the assignee hereof. Upon default on part of debtor, assignee may undertake to assume the rights, liabilities, and obligations under said Real Estate Contract, upon giving written notice of intent to proceed with such undertaking to the contract vendor and contract vendee. Any expenses incurred or funds advanced by assignee if assignee undertakes to assume the rights, liabilities and obligations under said contract, shall be indebtedness of the debtors and shall be secured by this assignment and conditions hereof.

Assignors warrant no previous assignments have been made, that all terms of the purchase contract have been or will be fulfilled and agree further that no additional assignment will be made of the aforementioned contract. Assignors also affirm that the unpaid indebtedness owed by them on said contract is \$25,000.00 as of this date. In the event Assignors default in the required payments or in any other terms set forth in said Real Estate Contract, the assignee shall be entitled to immediate possession of the above described real estate and may exercise all incidents of ownership held by assignors in connections therewith.

Assignors have signed a real estate mortgage describing the same real estate as is described herein with the understanding that said mortgage may be placed of record by assignee at any time, and that said mortgage shall additionally be effective to secure repayment of indebtedness herein described.

The undersigned borrower(s) acknowledge(s) receipt of a copy of this instrument. Dated June 27, 1995

[Signature], debtor  
Scott Fenimore

Terri Fenimore, debtor  
Terri Fenimore

NOTARY - Individual & Partnership

STATE OF IOWA, COUNTY OF WARREN, SS:  
I, Nancy K. Onstot, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Scott Fenimore and Terri Fenimore, personally known to me to be the same person whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal on June 27, 1995

Nancy K. Onstot  
Notary Public: Nancy K. Onstot

My Commission Expires: June 15, 1998

SCHEDULE "A"

Commencing at the Southeast corner of the Northwest Fractional Quarter (1/4) of the Northeast Quarter (1/4) of Section Two (2), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, running thence West 20 rods, thence North 2 rods, thence West 22 rods, thence North to the North line of said Section Two (2), thence East 42 rods, thence South to the point of beginning, also the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Two (2), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., also the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty-five (35), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., excepting therefrom a tract described as follows: Commencing at the northwest corner of the said Southeast Quarter (1/4) of the Southeast Quarter (1/4), thence East 30 feet, thence southwest to a point 30 feet South of said Northwest corner, thence North 30 feet to the place of beginning, EXCEPT, A tract of land commencing at the Northeast Corner of the Northeast Fractional Quarter (1/4) of the Northeast Fractional Quarter (1/4) of Section Two (2), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, running thence West 500 feet along the North line of said 40-acre tract, thence South 265 feet, thence East 500 feet parallel with the North line of said 40-acre tract to the East line of said 40-acre tract, thence North 265 feet to the point of beginning, AND EXCEPT, A parcel of land in the Northeast Fractional Quarter (1/4) of the Northeast Fractional Quarter (1/4) of Section Two (2), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa described as commencing at the Northeast Corner of said NEFr 1/4 of the NEFr 1/4; thence South 265 feet along the East line of said NEFr 1/4 of NEFr 1/4 to the Point of Beginning, thence North 88°52' West 737.20 feet parallel to the North line of the NEFr 1/4 of the NEFr 1/4; thence South 70°23' West 189.80 feet thence South 04°07' West 380.30 feet; thence South 87°20' East 138.10 feet; thence South 15°37' East 358.10 feet, thence South 00°47' West 304.30 feet; thence South 89°00' East 713.00 feet along the South line of the NEFr 1/4 of the NEFr 1/4, thence North 00°00' 1,096.40 feet to the Point of Beginning. Said parcel contains 20.3699 Acres including 0.9134 Acres of County Road Right-of-way, The East line of the NEFr 1/4 of the NEFr 1/4 of Section 2-74-27 is assumed to bear due North and South,