For use with a Consumer Loan Transaction

ASSIGNMENT OF BUYER'S INTEREST IN REAL ESTATE CONTRACT FOR SECURITY PURPOSES (HEREIN REFERRED TO AS "ASSIGNMENT")

KNOW AL	MEN BY THESE PRESENTS, that Martin M. Sunds and Beth A. Sunds
	, herein referred to individually and collectively as "Assignors", for value received, grant
	nto the BOATMEN'S Bank Iowa, N. A.
	rs and assigns, herein referred to as "Assignee" the following described property situated in
	Madison County, Iowa, to-wit:
of the Northwof the 5th P.	and described as follows: Commencing 200 feet East of the southwest corner of the Southeast Quarter (1/4) of Section Four (4) in Township Seventy-five (75) North, Range Twenty-eight (28) M., Madison County, Iowa, running thence North 182 feet, thence East 180 feet; thence South 182 West 180 feet to the point of beginning,
E OF IOWA	Inst. No. 3479 Filed for Record this 15 day of June 19 94 at 1:41 PM
SON COUNTY,	Book 133 Page 47 Recording Fee \$ 11.00 Michelle Utsler, Recorder, By Betterm Mello
fixtures now shall be deer together with	a all the improvements now or hereafter erected on the property, and all easements, rights, appurted, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all or hereafter attached to the property, all of which, including replacements and additions therefored to be and remain a part of the property covered by this Assignment; and all of the foregoing a said property are herein referred to as the "Property".
	nd to the real estate contract covering the property dated the 30th day of July
19 <u>90</u> by an	d between Chris M. Gilmore and Jeanne M. Gilmore, husband and wife
as seller and	Martin M. Sunds and Beth A. Sunds
buyer recorde	ed in Book 128 at Page 11, Madison County Recorder's Office herei
convey, assigning and encorrectly and Provided To securindebtedness severally, to whether now endorser, gual and thereafte sums advanced fees, insurant charges and ethe intention or either of or any part to in the lowa Control of the security; by the Assigner Assigner Under the Control of the Secured by list amounts payab Property insufficient as Asprovided, the required to protect to the terms or at metally and the security insufficient to the security insufficient to the security insufficient to the secured to the security insufficient to the security insuffi	doca not by the acceptance of this Assignment agree to perform any of the obligations of Assignor tract. Is hereby agree to pay all taxes and assessments, general or special, upon or against any of the cre such taxes or special assessments become delinquent and agree to pay, when due, all money ens or encumbrances that may be upon or against any of the Property and agree to pay when due alle on the Contract. Assignors shall keep the improvements now existing or hereafter erected on the red against loss by fire, hazards included within the term "extended coverage", and such othersignee may require and in such form and amounts and for such periods as Assignee may require to Assignee shall not require that the amount of such coverage exceed that amount of coverage to such secured by this Assignment. Assignors shall keep the Property in good repair and shall see or permit impairment or deterioration of the Property. The verpessly is agreed by and between the parties hereto and made part of this Assignment that in the monpayment of any of said notes, obligations and liabilities secured hereby in accordance with their attricts, whether such maturity be by acceleration or otherwise, or in the event of the failure of
terms or at massignors to be kept by the secured by the its successor thereof, and the signee, its payment of feon the Property	aturity, whether such maturity be by acceleration or otherwise, or in the event of the failure of keep and perform any of the conditions, stipulations and covenants herein contained or required the terms of any obligation secured hereby, that then the whole amount of principal and interest is Assignment and then unpaid shall become due and payable absolutely, at the option of Assignees or assigns, and after required notice to Assignors, suit may be brought for the collection for the foreclosure of this Assignment. It further hereby is agreed by and between the parties the successors or assigns, may, if it so elect, perform Assignors' obligations hereunder, including the es, insurance premiums, costs of repairs, taxes and the payment of amounts secured by encumbrance ty and amounts necessary to perform Assignors' obligations under the Contract, and that any money hall become part of the obligations secured hereby in addition to the other notes and obligation

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Assignmentage by agree that in the event legal proceedings by foreclosure or otherwise are instituted to collect any of the notes or obligations or liabilities hereby secured, the reasonable cost and expense of an abstract of title and title search as authorized by law shall be allowed and added to the debt secured hereby and become lien upon all of the property hereinabove described. Assignors agree to pay such abstract expense and title search expense, and such expenses shall be taxed as part of the costs in any judgment or decree rendered in such proceedings. such proceedings.

Upon acceleration hereunder or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Assignee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and then to the sums secured hereby. The receiver shall be liable to account only for those rents actually

If all or any part of the Property or any interest therein is sold or transferred without Assignee's prior written consent, Assignee may, at Assignee's sole option, declare all sums secured hereby immediately due and payable provided Assignee believes that such sale or transfer materially impairs the condition, value or protection of the Assignee's right in the Property or materially impairs the Assignors' prospect to pay amounts secured hereby.

If the Property covers less than ten (10) acres of land, and in the event of the foreclosure and sale of the property by Sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Assignee, in such action files an election to waive any deficiency judgment against the Assignors which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628, Code of Iowa. If such redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the debtor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code, shall be reduced to four (4) months.

It is further agreed that the period of redemption after foreclosure shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) the real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that said real estate has been abandoned by the owners and those persons personally liable at the time of such foreclosure; and (3) the Asignee in such action files an election to waive any deficiency judgment against the Assignors or their successor in interest in such action. If the redemption period is so reduced, the Assignors or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the lowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of the Assignors shall be a presumption that the property is not abandoned. Any such short redemptive period shall be consistent with all of the provisions of Chapter 408, 62nd G.A., amending Chapter 628, Code of Iowa.

Each of the undersigned hereby relinquish all rights of dower, homeswead and distributive shares in and to

the above-described real estate.

(1) Do not sign this paper before you read it. (2) You are entitled to a copy of this paper. (3) You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law. (4) If you prepay the unpaid balance, you may have to pay a minimum charge not greater than seven dollars and fifty cents (S7.50).

I (WE) THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS DOCUMENT.

Martin M. Sunds Beth A. Sunds
STATE OF IOWA COUNTY OF ADAIR On this 37 day of MAY, 1994, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared MARTIN M. SUNDS
and SETH A SUNDS 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. Notary Public in and for the said County and State

WHEN RECORDED, RETURN TO: ___Attn: Jodi Whisler

Signed this <u>27th</u> day of <u>May</u>, 19 <u>94</u>.

Boatmen's Bank Iowa, N. A. 6200 Aurora

Urbandale, Iowa 50322

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