

Compare

FILED NO. 826
BOOK 149 PAGE 215

1987 NOV 10 AM 9:30

ASSIGNMENT

Fee \$10.00

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

KNOW THAT THE UNITED STATES OF AMERICA, FARMERS HOME ADMINISTRATION (the "Government"), for value received, hereby assigns without recourse, as set forth in the Loan Sale Agreement dated September 1, 1987 between the Government and Shawmut Bank, N.A., as trustee under a Declaration of Trust dated as of August 15, 1987, known as Community Program Loan Trust 1987 A in care of General Electric Credit Corporation, as agent for the Trust, 3535 Briarpark Drive, Suite 260, Houston, Texas 77042 (the "Assignee"), unto the Assignee and unto the heirs, successors, legal representative and assigns of the Assignee all right, title and interest of the Government in and to a certain real estate mortgage, together with the bond(s), note(s) or obligation(s) described in said mortgage and evidencing the loan(s) secured thereby (the "Loans"), and all right, title and interest of the Government in and to all loan agreements, security agreements, resolutions or ordinances, title and other insurance policies, fidelity bonds and other instruments, contracts or agreements pertaining to the Loans, in each case including, except as expressly provided hereinbelow, all rights of the Government to exercise any election or option or to make any decision or determination or to give any notice, consent, waiver or approval under or in respect of any agreement pertaining to the Loans or to accept surrender of any property securing any Loan or any part thereof, as well as all rights, powers and remedies on the part of the Government, whether arising under any of the agreements pertaining to the Loans or by statute or at law or in equity, or otherwise, arising out of any default or event of default under any agreement pertaining to the Loan(s), which is recorded in the Office of the County Recorder of Madison, County, Iowa, as follows, to-wit:

<u>Grantor</u>	<u>Date of Mortgage</u>	<u>Original Loan Amount</u>	<u>Book or Reel</u>	<u>Page</u>
FmHA	6/29/79	\$38,000	131	637

and which mortgage(s), annexed hereto as Exhibit(s) one cover(s) the real estate described thereon.

TO HAVE AND TO HOLD the same unto the Assignee and to the heirs, successors, legal representatives and assigns of the Assignee forever; provided, however, that the Government does not assign to the Assignee the Government's right to compel any grantor named above to repay any Loan solely by reason of the grantor's ability to refinance its unpaid indebtedness under such Loan at reasonable rates and terms, and the Government hereby irrevocably waives, relinquishes and agrees not to exercise any such right it may have under any of the instruments, contracts or agreements herein described or under any Federal law or regulation; and

provided, that no right or interest of the Government under any grant agreement is assigned hereunder. The effective date of this assignment is September 1, 1987.

IN WITNESS WHEREOF, the Government has duly executed this Assignment the 1st day of September, 1987.

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

By: *Teresa V. Bomhoff*
TERESA V. BOMHOFF
District Loan Specialist

ACKNOWLEDGMENT

STATE OF Iowa)
) SS:
COUNTY OF Warren)

On this 1st day of September A.D., 1987, before me a Notary Public in and for the above-named County, personally appeared Teresa V. Bomhoff, District Loan Specialist, FmHA, USDA, to me known to be the identical person who executed the foregoing instrument and acknowledged that she executed the same on behalf of the United States of America.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said County and State, the day and year above written.



My commission expires 11/9/89

Linda J. Curnes
Linda J. Curnes
Notary Public

11/9/89