BUYER

ASSIGNMENT OF REAL ESTATE CONTRACT FOR SECURITY PURPOSES

FOR VALUE RECEIVED, Randy Lee Bowers and Vicky J. Bowers, hereinafter referred to as Debtor, hereby sell, assign, and convey to Hawkeye Bank & Trust of Des Moines, Des Moines, Iowa, hereinafter referred to as Bank, all right, title and interest in and to the real estate hereinafter described and in and to the certain Real Estate Contract executed by Jerry Parizek and Joyce Parizek as Contract Sellers, and these Debtors as Contract Buyers, dated May 4 1983 filed for record 1940 and remaining of record in Book 116 Page 740 of the records in the office of the County Recorder of Madison County, Iowa. This assignment is given as security for any and all indebtedness owed by the Debtors to the Bank. The property being particularly described as lying and being situated in Madison County, Iowa, to-wit:

Compared

The Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) and the North Half ($N\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Twenty-five (25) in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

FILED NO. 2528
BOOK 122 PAGE 86
1986 JUN -3 AM 10:30

IND ✓
SEC ✓
PAGE ✓

Fee $10.00

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

It is agreed that the Bank may perform any of the terms and conditions of said Contract for and on behalf of Debtors, and that upon the performance of said Contract, request and receive a good and sufficient Deed of Conveyance of the real estate described in said Contract for the Contract Sellers to the Bank, as Grantee. Nothing contained herein shall be construed as an agreement of the Bank to perform said Contract for or on behalf of the Debtors. It is further agreed that in the event the Bank makes any advances or other payments for or on behalf of the Debtors under said Contract, the amounts paid or advanced shall become a part of the indebtedness hereby secured and shall become immediately due and payable and shall bear interest at the highest rate allowed by law until paid. Debtors further agree that upon fulfilling the terms of the contract and acquiring a deed therefore, they will execute and deliver to the Assignee a real estate mortgage as additional security for any and all indebtedness secured by this assignment.

Debtors hereby assign, grant, pledge and convey the rents and profits of said property as security for any and all indebtedness owed by the Debtors to the Bank, and in addition to any other remedies provided by law, agree that upon any default under any indebtedness hereby secured or under the Contract, the Bank shall be entitled to have a receiver appointed to collect and apply the rents and profits thereof.

The Debtors further agree to maintain the property in as good repair and condition as the same may now be or as hereafter improved, ordinary wear and tear only excepted, and shall not suffer or commit waste on or to said property. The Debtors agree not to create, enlarge or permit to exist any lien on said property regardless of priority except this Assignment without the prior written consent of the Bank.

Debtors further agree that if all or any part of said property or any interest therein or the Contract is sold or transferred without the Bank's prior written consent, then the Bank, at the Bank's sole option, may declare any and all indebtedness secured by this Assignment immediately due and payable.

Debtors further agree that if Debtors shall fail to observe or perform any of the foregoing agreements or covenants, then at the option of the Bank, without notice or demand, any and all the indebtedness secured by this Assignment shall become due and shall become collectible at once by foreclosure or otherwise, and at any time after the commencement of an action in foreclosure or during the period of redemption, the court having jurisdiction of the case may, at the request of the Bank, appoint a receiver to take possession of said property and of the rents and profits accruing therefrom and to rent the same as he may deem best for the interest for all parties concerned and shall be liable to account to the Debtors only for the net profits after application of the rents, issues and profits upon the costs and expenses of the receivership and foreclosure and any and all indebtedness secured by this Assignment.

for Release of Assignment see Deed Rec 122 - 681
Assignment 122-704

The rights and remedies herein conferred upon the Bank shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of the rights and remedies otherwise provided by law. In the case of any action, or in any proceedings in any court to collect any sums payable or secured herein, or to protect the lien of the Bank, or in any other case permitted by law in which attorneys' fees may be collected from Debtors, or imposed upon them or upon the property, Debtors agree to pay reasonable attorneys' fees.

Words and phrases herein shall be construed as in the singular or plural numbers and as masculine, feminine or neuter gender, according to the context.
Dated this 16th day of May, 1986.

Randy Lee Bowers

Vicky J Bowers

State of Iowa)
County of Polk)ss.

BE IT REMEMBERED, that on this 16th day of May, 19 86, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Randy Lee and Vicky J. Bowers to me personally known to be the identical person Randy Lee and Vicky J. Bowers named in and who executed the above and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

MARTIN W. TREPP
1-19-87

Notary Public within and for the
State of Iowa

ACCEPTANCE OF NOTICE

The undersigned _____ being the Seller in the Contract mentioned in the above and foregoing Assignment, acknowledge receipt of a copy of this Assignment, and consent to make terms and conditions thereof and agree to give assignee bank notice of any default of the assignor buyer.
Dated this ____ day of _____, 19___.

_____

_____

*Right of Rescission must be given debtor if property is debtor's residence.