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LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA



Prepared by: Daina Brown, Community National Bank, 100 E. State Street, Mason City, IA 50401 (641) 423-2457 After recording return to: Daina Brown, Community National Bank, 100 E. State St., Mason City, IA 50401

Space Above Line For Recorder's Use Only

ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS

This ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS ("Assignment") is made on the date of execution of this Assignment by Community National Bank, a national banking association ("Assignor"), located at 422 Commercial Street, P.O. Box 1288, Waterloo, Iowa 50701-1318, in favor of Clear Lake Bank And Trust Company, an Iowa state bank ("Assignee"), located at 322 Main Avenue, P.O. Box 8, Clear Lake, Iowa 50428-0008, as follows:

- 1. For value received, Assignor does hereby endorse, negotiate, sell, assign, transfer, and convey to Assignee all of Assignor's right, title, and interest in and to that certain Mortgage (the "Mortgage") executed by Shannon C Whipp & Jennifer L Whipp, Husband & Wife ("Mortgagor"), in favor of Assignor, recorded on August 24, 20 12, in Book 2012, Page 2482, bearing instrument number 2012-2482, in the records of the Madison County, Iowa Recorder, covering the real property legally described in Exhibit A attached hereto and by this reference made a part of this Assignment (the "Real Property"), together with (i) the note or notes and all other evidences of indebtedness secured by the Mortgage (the "Debt"), (ii) any and all guaranties of the Debt, (iii) all other documents and instruments executed in connection with the Mortgage or the Debt, (iv) any and all title insurance commitments and policies issued, or hereafter issued, by any title insurer insuring the lien of the Mortgage, (v) any and all rights with respect to escrow deposits relating to the Mortgage, and (vi) all modifications, supplements or advances made in connection with the Mortgage or the Debt.
- 2. Assignor represents and warrants that Assignor is the legal and equitable owner and holder of the Mortgage, the Debt secured by the Mortgage, and the documents and instruments identified in Section 1 executed in connection with the Mortgage and the Debt, and

that the same are hereby conveyed to Assignee, free and clear of any lien, claim or encumbrance of any nature.

- The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.
- 4. If any provision of this Assignment or the application of this Assignment to any person or circumstance shall be invalid or unenforceable to any extent under applicable law, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 5. This Assignment shall be interpreted, construed and enforced according to the laws of the state in which the Real Property is located.
- 6. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the 20th day of Permus 2013.

Community National Bank,
a national banking association

By: Bentley, President

STATE OF IOWA
)
SS:
COUNTY OF BLACK HAWK
)

This record was acknowledged before me on the <u>20</u>th day of <u>lecunher</u>, 2013, by Stacey J. Bentley as President of Community National Bank, a national banking association.

Notary Public in and for the State of Iowa

My Commission Expires: 8.28.2016





EXHIBIT A

LEGAL DESCRIPTION:

THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION NINE (9); AND THE SOUTHEAST QUARTER (1/4) OF SECTION EIGHT (8), EXCEPT THAT PART OF THE FOLLOWING DESCRIBED TRACT THAT LIES THEREIN: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION EIGHT (8), THENCE WEST 193.0 FEET TO THE CENTERLINE OF THE PUBLIC ROAD; THENCE SOUTH 15'30.12' EST ALONG THE SAID CENTERLINE 460.0 FEET; THENCE EASTERLY 919.0 FEET; THENCE NORTHERLY 560.0 FEET; THENCE WEST 814.0 FEET; THENCE SOUTH 100.0 FEET TO THE POINT OF THE BEGINNING, ALL IN TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-SEVEN (27) WEST, MADISON COUNTY, IOWA.