DEED RECORD 120 Date August 10, 19 85

Place Winterset, Iowa 50273

ASSIGNMENT OF REAL ESTATE CONTRACT

In order to induce the Union State Bank, Winterset, Iowa to make a loan to the undersigned, borrowers do hereby assign all of their right, title and interest in and to a certain Real Estate Contract, described below, to said Union State Bank:

That certain Real Estate Contract dated July 1, 1985, wherein Nelson Craig Kirk and Cynthia J. Kirk, husband and wife are the contract purchasers, and Michael D. Weeks and Deborah A. Weeks and Russell D. Weeks and Marjorie D. Weeks are contract sellers in the original amount of $30,000.00, recorded in the County Recorder's Office of Madison County, City of Winterset, Iowa, on July 2, 1985, in Book 120, on Page 31, covering the following described realty, to wit:

A parcel of land described as beginning at the Southeast Corner of the SW ¼ of the SE ¼ of Section 5, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence N 90° 00' 00"W 1299.79 feet to the South Quarter Corner of said Section 5; thence N 0° 10' 29"W 985.80 feet along the West line of the SE ¼ of said Section 5; thence S 89° 33' 14"E 1304.30 feet; thence S 0° 05' 11"W 975.64 feet to Point of Beginning containing 29.3140 acres including 0.9814 acres of county road right-of-way;

and

A parcel of land described as beginning at the Northeast Corner of the NW ¼ of the NE ¼ of Section 8, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence S 0° 03' 28"W 421.78 feet along the East line of the NW ¼ of the NE ¼ of said Section 8; thence S 89° 04' 20"W 319.00 feet; thence N 0° 16' 15"W 426.95 feet to the North line of the NW ¼ of the NE ¼ of said Section 8; thence N 90° 00' 00"E 321.41 feet to the Point of Beginning containing 3.1193 acres including 0.3631 acres of county road right-of-way.

NOTE: The South line of the SE ¼ of Section 5, T74N, R28W of the 5th P.M., Madison County, Iowa is assumed to bear due East and West.

It is distinctly understood, however, that this assignment imposes no liability on the assignees thereof, unless and until said Union State Bank, Assignee, undertakes to assume the rights, liabilities, and obligations under said Real Estate Contract, by written notice, given by it to the contract seller or contract purchaser.

Assignors further stipulate that no previous assignment has 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 realty specified under the aforementioned contract.

Assignors agree that upon fulfilling the terms of the purchase of sale contract and acquiring a deed thereto, they will execute a real estate mortgage to assignee as additional collateral security for payment of a Note dated August 10, 19 85.

Marjorie D. Weeks
Deborah A. Weeks

Russell D. Weeks
Michael D. Weeks

STATE OF Iowa
COUNTY OF Madison

I, Joyce E Binns, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael D. Weeks and Deborah A. Weeks personally known to me to be the same persons whose names 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; including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 10th day of August, 85.

(NOTARIAL SEAL)

Joyce E Binns Notary Public

JOYCE E. BINNS MY COMMISSION EXPIRES 8-10-86

My Commission expires 8-10-86

Compared

STATE OF IOWA, MADISON COUNTY, ss.

Inst. No. 916 Filed for Record this 1 day of November 19 85 at 3:10 PM

Book 120 Page 334 Recording Fee $5.00 Mary E. Welty, Recorder, By Shirley H. Henry Deputy