Date August 11, 1983

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 February 27, 1978, wherein Nelson E. Thornton and Mariann Thornton, are the contract vandees, and Robert W. Cutshall and Judy A. Cutshall are contract vendors in the amount of $ 84,000.00, recorded in the County Recorder's Office of Madison County, City of Winterset, Iowa, on May 5, 19 78, in Book 107, on Page 747, covering the following described realty, to wit:

See Exhibit I attached hereto and by this reference made a part hereof

Compared

FILED NO. 323
BOOK 117 PAGE 177
1983 AUG 12 PM 1:30
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $6.00
2pp.

For Release of assignment see deed Rec 1-23-96

It is distinctly understood, however, that this assignment imposes no liability on the assigness thereof, unless and until asid 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 vendor or contract vendee.

Assignors further stipulate that no previous assignment has been made, that all terms of 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 October 15, 19 81.

Robert W. Cutshall

Judy A. Cutshall

STATE OF Iowa
COUNTY OF Madison

I, Sherry A. Tolley, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert W. Cutshall and Judy A. Cutshall 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 had and notarial seal, this 11 day of August, 1983.

(NOTARIAL SEAL)

Sherry A. Tolley Notary Public

SHERRY A. TOLLEY
MY COMMISSION EXPIRES
September 30, 1984

My Commission expires September 30, 1984

Exhibit I attached hereto and by this reference made a part of a certain Assignment of Real Estate Contract dated and executed on August , 1983, by Robert W. Cutshall and Judy A. Cutshall.

CUTSHALL - THORNTON REAL ESTATE CONTRACT

DESCRIPTION

Commencing at the Northwest corner of the Northeast Quarter (NE¼) of Section Thirty-two (32), Township Seventy-six (76)North, Range Twenty-seven (27), West of the 5th P.M., Madison County, Iowa, thence east to the Northeast corner of Section Thirty-two (32), thence S.90°00'E. 136.0 feet along the north line of Section Thirty-three (33), Township Seventy-six (76),North, Range Twenty-seven (27), West of the 5th P.M., thence S.90°00'E. 56.0 feet along said north section line, thence S.01°20'E. 1,083.0 feet thence S.90°00'E. 63.0 feet, thence S.01°25'E. 437.0 feet, thence S.89°00'W. 273.0 feet to the west line of said Section Thirty-three (33), thence N.00°48'W. 200.0 feet to the Southeast corner of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Thirty-two (32), Township Seventy-six (76) North, Range Twenty-seven (27), West of the 5th P.M., thence west to the west line of the Northeast Quarter (NE¼) of said Section Thirty-two (32), thence north to the point of beginning; except a tract described as follows: Commencing at the northwest corner of the Northeast Quarter (NE¼) of the said Section Thirty-two (32), thence N.90°00'E. 1600.1 feet along the section line, thence S.00°59'E. 438.67 feet to the north railroad right-of-way line, thence S.89°29' W. 514.02 feet due southwesterly along a 1960.0 foot curve concave southeasterly 1150.29 feet to the quarter section line, thence north 00°59'W. 799.65 feet to the point of beginning.

ADDITIONAL PROVISIONS

13(a). Sellers heroby acknowledge that Buyers paid the $8,000 due on March 1, 1977, and all payments due prior to that time under the terms of this contract, and the Buyers acknowledge that the Sellers have given them a Warranty Deed to the following described portion of the tract covered by this real estate contract:

Commencing at the Northeast corner of Section Thirty-two (32), Township Seventy-six (76) North, Range Twenty-seven (27), West of the 5th P.M.,thence S.90°00'E. 136.0 feet along the north line of Section Thirty-three (33), Township Seventy-six (76) North, Range Twenty-seven (27), West of the 5th P.M., to the point of beginning. Thence continuing S.90°00'E. 56.0 feet along said north section line, thence S.01°20'E. 1,083.0 feet, thence S.90°00'E. 63.0 feet, thence S.01°25'E. 437.0 feet, thence S.89°00'W. 273.0 feet to the west line of said Section Thirty-three (33), thence N.00°48'W. 200.0 feet to the Southeast corner of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Thirty-two (32), Township Seventy-six (76) North, Range Twenty-seven (27), West of the 5th P.M., thence N.89°33'W. 80.0 feet along the south line of said Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), thence N.00°40'W. 437.0 feet, thence N.89°57'E. 216.0 feet, thence N.00°39'W. 886.7 feet to the point of beginning.