BUYER

ASSIGNMENT OF REAL ESTATE CONTRACT
FOR SECURITY PURPOSES*

Exhibit A 258
Appendix FF-2
Date: 12-15-82

FOR VALUE RECEIVED, Winterset Grain Co., Inc. **and** _____, **hereinafter referred to as Debtor, hereby sell, assign and convey to** Hawkeye-Capital Bank & Trust **(bank),** 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** Norman D. Sturtz **and** Nyla E. Sturtz **as Contract Sellers, and these Debtors as Contract Buyers, dated** December 31, 1976 **filed for record** December 31, 1976 **and remaining of record in Book** 106 **Page** 278 **of the records in the office of the County Recorder of** Madison **County, Iowa. This assignment is given as security or as additional security for any and all indebtedness now or hereafter owed by the Debtors to the Bank.**

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 from 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 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 convenants, 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.

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.

It is further agreed that if the indebtedness owed by the Debtor to the Bank is paid, the Bank will reassign and convey said Real Estate Contract and all right, title and interest in and to the real estate described therein, back to the Debtor. The property being particularly described as lying and being situated in Madison **County, Iowa, to-witt:**

(Legal Description)

(If more space is needed, attach a sheet. Borrower is to initial attachment.)

The Northwest Quarter (NW¼) of Section Twenty-one (21) Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M.

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 18th **day of** July, **19**83.

STATE OF IOWA, MADISON COUNTY, ss.

Inst. No. 608
Book 117 Page 258

Compared

Filed for Record this 19 day of Sept. 19 83 at 4:30 P.M.
Recording Fee 6.00 Mary E. Welty, Recorder, By _____ Deputy

WINTERSET GRAIN COMPANY, INC.

Fred Reed

Fred Reed, Jr., Secretary

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, MADISON COUNTY, ss:

On this 18th day of July, A.D. 19 83, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Fred Reed, Jr. and ~~xxxx~~, to me personally known, who, being by me duly sworn, did say that ~~they are~~ he is the Secretary and ~~xxxx~~, ~~respectively~~, of said corporation executing the within and foregoing instrument **to which this is attached,** that (no seal has been procured by the said) corporation; that said instrument was signed ~~and sealed~~ on behalf of ~~(the seal affixed thereto is the seal of said)~~ said corporation by authority of its Board of Directors; and that the said Fred Reed, Jr. and ~~xxxx~~ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by ~~them~~ him voluntarily executed.

JERROLD B. OLIVER
MY COMMISSION EXPIRES
August 26, 1985

Jerrold B. Oliver
Notary Public in and for said County and State.

IOWA STATE BAR ASSOCIATION
Official Form No. 12 (Trade-Mark Registered, State of Iowa, 1967)
This Printing: January, 1980

(Sections 558.39 and 558.39, Code of Iowa)

912225

***Right of Rescission must be given debtor if property is debtor's residence and the loan is for consumer purposes.**

RELEASE OF REAL ESTATE CONTRACT ASSIGNMENT

That the undersigned, the present owner of the assigned contract hereinafter described, does hereby acknowledge that a certain contract bearing date of the _____ day of _____, A.D. 19__*, made and executed by _____

_____

to _____

and recorded in the records of the office of the Recorder of the County of _____, State of Iowa, in Book _____ of _____ page _____ on the _____ day of _____, A.D. 19___, at _____ o'clock _____.M., is reassigned to _____ along with all right, title and interest therein.

Dated this _____ day of _____, 19___.

_____

_____

STATE OF IOWA, _____ COUNTY, SS:

On this _____ day of _____, A.D. 19___, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, to me personally known, who being by me duly sworn, did say that they are the _____ and _____, respectively, of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said _____ and _____ as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

_____

_____ Notary Public, in and for said County and State