Do not use this instrument with an "Iowa Consumer Credit Code Transaction".

IND. ✓ REC. ✓ PAGE ✓

Corrected

ASSIGNMENT OF BUYER'S INTEREST IN REAL ESTATE CONTRACT FOR SECURITY PURPOSES (HEREIN REFERRED TO AS "ASSIGNMENT")

KNOW ALL MEN BY THESE PRESENTS, that Donald C. Barber and Robin D. Barber, husband and wife, herein referred to individually and collectively as "Assignors", for value received, grant and convey unto Brenton Bank and Trust Company Adel, Iowa its successors and assigns, herein referred to as "Assignee" the following described property situated in Madison County, Iowa, to-wit:

The North Half (N½) of the Southeast Quarter (SE¼) and the East Half of the Northeast Quarter of the Southwest Quarter (E½NE¼SW¼) of Section Thirty (30), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the Fifth P.M.

together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalities, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Assignment; and all of the foregoing, together with said property are herein referred to as the "Property".

Assignors hereby sell, assign, transfer and set over unto Assignee, all of Assignors' right, title and interest in and to the real estate contract covering the Property dated the 1st day of August, 19 80 by and between Clarence Mapes and Mildred Mapes, husband and wife as seller and Lloyd W. Duncan and Elizabeth W. Duncan, husband and wife, and Donald C. Barber and Robin D. Barber, husband and wife, as four equal Joint Tenants with full rights of survivorship, as buyer recorded in Book 114 at Page 449, Madison County Recorder's Office herein referred to as "Contract".

Assignors hereby grant Assignee a security interest under the Uniform Commercial Code of Iowa in and to the Assignors' interest in the Contract.

The Assignors do hereby covenant with Assignee that the Assignors have good and lawful authority to sell, convey, assign and encumber the Property and Contract; that said Property and Contract are free and clear of all liens and encumbrances whatsoever except as may be stated; and Assignors covenant to warrant and defend the said Property and Contract against the lawful claims of all persons whomsoever, except as may be above stated.

Provided, that this Assignment is made in trust for the following uses and purposes:

To secure the performance of the covenants and agreements herein set forth and the payment of the indebtedness evidenced by the promissory note(s) or other instruments executed by Assignors, either jointly or severally, to the order of Assignee and any other indebtedness of Assignors, jointly or severally, to Assignee, whether now existing or hereafter incurred, of every kind and character, direct or indirect, whether as maker, endorser, guarantor, surety or by way of overdrafts, and whether such indebtedness is from time to time reduced and thereafter increased or entirely extinguished and thereafter reincurred, including, without limitation, any sums advanced by Assignee in the performance of Assignors' obligations hereunder, including the payment of any fees, insurance, repairs, taxes and amounts secured by encumbrances with respect to the property, and any attorney fees and other charges and expenses incurred in the collection of the obligations secured hereby, it is the intention of Assignors to secure payment to assignee of any indebtedness now or hereafter owing by Assignors, or either of them, to assignee and also to secure payment of any extensions or renewals of any such indebtedness or any part thereof; provided, however, that indebtedness incurred in a "Consumer Credit Transaction" as defined in the Iowa Consumer Credit Code shall not be secured by this assignment. The security granted or to be granted hereby is and shall be continuing until specifically terminated in writing by the Assignee.

Assignee does not by the acceptance of this Assignment agree to perform any of the obligations of Assignors under the Contract.

Assignors hereby agree to pay all taxes and assessments, general or special, upon or against any of the Property, before such taxes or special assessments become delinquent and agree to pay, when due, all monies secured by liens or encumbrances that may be upon or against any of the Property and agree to pay when due all amounts payable on the contract. Assignors shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Assignee may require and in such form and amounts and for such periods as Assignee may require; provided, that Assignee shall not require that

STATE OF IOWA, MADISON COUNTY, ss.

Inst. No. 1465 Filed for Record this 13 day of April 19 82 at 9:00 AM

Book 115 Page 740 Recording Fee $6.00 Mary E. Welty, Recorder, By Shirley L. Henry Deputy

2 pgs.

the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Assignment. Assignors shall keep the Property in good repair and shall not commit waste or permit impairment or deterioation of the Property.

It hereby expressly is agreed by and between the parties hereto and made part of this Assignment that in the event of the nonpayment of any of said notes, obligations and liabilities secured hereby in accordance with their terms or at maturity, whether such maturity be by acceleration or otherwise, or in the event of the failure of Assignors to keep and perform any of the conditions, stipulations and covenants herein contained or required to be kept by the terms of any obligation secured hereby, that then the whole amount of principal and interest secured by this Assignment and then unpaid shall become due and payable absolutely, at the option of Assignee, its successors or assigns, and without notice to Assignors, suit may be brought for the collection thereof, and for the foreclosure of this Assignment. It further hereby is agreed by and between the parties that Assignee, its successors or assigns, may, if it so elect, perform Assignors' obligations hereunder, including the payment of fees, insurance premiums, costs of repairs, taxes and the payment of amounts secured by encumbrances on the Property and amounts necessary to perform Assignors' obligations under the Contract, and that any monies so expended shall become part of the obligations secured hereby in addition to the other notes and obligations secured hereby and shall draw interest at the rate of

20.00% percent per annum from date of such actual advancement by Assignee until repayment thereof to Assignee.

Assignors hereby agree that in the event legal proceedings by foreclosure or otherwise are instituted to collect any of the notes or obligations or liabilities hereby secured, or in the event of the collection of any such notes or obligations by an attorney at law, that a reasonable attorney's fee and also the reasonable cost and expense of an abstract of title and title search shall be allowed and added to the debt secured hereby and become lien upon all of the property hereinabove described. Assignors agree to pay such attorney's fees, abstract expense and title search expense, and such attorney's fees and expenses shall be taxes as part of the costs in any judgment or decree rendered in such proceedings.

Upon acceleration hereunder or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Assignee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured hereby. The receiver shall be liable to account only for those rents actually received.

If all or any part of the Property or any interest therein is sold or transferred without Assignee's prior written consent, Assignee may, at Assignee's sold option, declare all sums secured hereby immediately due and payable.

If the Property is less than ten acres in size and if Assignee waives in any foreclosure proceeding any right to a deficiency judgment against Assignors, then the period of redemption from judicial sale shall be reduced to six months. If the court finds that the Property has been abandoned by Assignors and if assignee waives any right to a deficiency judgment against Assignors, then the period of redemption from judicial sale shall be reduced to sixty days.

Each of the undersigned hereby relinquish all rights of dower, homestead and distributive shares in and to the above-described real estate.

Signed this 9th day of April, 19 82.

Donald C. Barber

Donald C. Barber

Robin D. Barber

Robin D. Barber

STATE OF IOWA)
)SS.
COUNTY OF Dallas)

On this 9th day of April, 19 82, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Donald C. Barber and Robin D. Barber, husband and wife

and

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

JANICE MORRISON
MY COMMISSION EXPIRES
September 30, 1982

Janice Morrison

Notary Public in and for the said County and State

WHEN RECORDED, RETURN TO: BRENTON BANK AND TRUST CO.
ADEL, IOWA 50003

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