



Document 2015 3039

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

THIS SPACE PROVIDED FOR RECORDER'S USE

After recording please return to:

Name: Investors Financial Limited Partnership

Address: 161 E. Mallard Drive, Suite 100

City and State: Boise, ID 83706

Phone Number: 800-851-4648

Until a change is requested, send tax statements to: NO CHANGE

Document Prepared By: Sandy Creek

COLLATERAL ASSIGNMENT OF REAL ESTATE CONTRACT

THIS COLLATERAL ASSIGNMENT, hereinafter "Assignment", made and entered into the 12th day of October, in the year of 2015,
by and between

INVESTORS FINANCIAL LIMITED PARTNERSHIP, an Idaho Limited Partnership,
whose address is 161 East Mallard Drive, Suite 100, Boise, Idaho, 83706,

hereinafter "Assignor",

and

BANK OF AMERICA, N.A.,

whose address is 225 North 9th Street, Suite 620B, Boise, Idaho, 83702,

hereinafter "Assignee".

COLLATERAL ASSIGNMENT. As security for that certain credit agreement dated December 31, 1998, and/or as amended thereafter, by and between Assignor and Assignee, Assignor hereby GRANTS, CONVEYS, ASSIGNS, TRANSFERS, and ENDORSES to Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to that certain Real Estate Contract dated May 8, 2009,
by and between

EDNA LORRAINE POWELL,

as the Seller,

and

KATHY JO PHELPS,

as the Buyer,

Recorded May 11, 2009, as Document Number 2009 1452, Book 2009, Page 1452, in the Official Records of Madison County, State of Iowa, and
whereas, the Seller's interest was assigned to INVESTORS TRUST LC, an Idaho Limited Liability Company, by a Warranty Deed And Seller's Assignment Of Real Estate Contract, dated October 28, 2014, recorded on November 4, 2014, as Document Number 2014 2772, Book 2014, Page 2772, in the Official Records of Madison County, State Of Iowa, and

whereas, the Seller's interest was assigned to INVESTORS FINANCIAL LIMITED PARTNERSHIP, an Idaho Limited Partnership, by a Warranty Deed And Seller's Assignment Of Real Estate Contract, dated September 1, 2015, recorded on September 23, 2015, as Document Number 2015 2799, Book 2015, Page 2799, in the Official Records of Madison County, State Of Iowa, on the following described real estate, situated in the County of Madison, State of Iowa, including any interest which Assignor may hereafter acquire, more particularly described as follows:

Lot Eight (8) in Block Ten (10) of Pitzer and Knight's Addition to the Town of Winterset, Madison County, Iowa.

Assessor's Property Tax Parcel Account Number(s):
820000510080000

herein "Contract".

MANAGEMENT. Assignor shall be privileged to collect the proceeds and/or otherwise manage the Contract in accordance with the Contract's terms and conditions, Assignor's collection policies and all applicable terms and conditions in that certain credit agreement dated October 12, 1995, and/or as amended thereafter, by and between Assignor and Assignee. Such privilege automatically terminates upon the occurrence of an event of Default and the proceeds of Contract or other rights shall be promptly turned over to Assignee.

NO ENCUMBRANCES. Assignor covenants and warrants to Assignee that its interest in the Contract and property described therein have not been assigned, transferred or hypothecated to any other party and that it has full authority and right to make this Assignment.

POWER OF ATTORNEY. Assignor hereby appoints Assignee, its successors and assigns, as Assignor's attorney-in-fact irrevocable with full power of substitution to demand, collect, receive, receipt for, sue and recover all sums of money which may now or hereafter become due or payable from Purchaser to Seller under the Contract and to demand, collect, receive and receipt for all documents from the escrowholder of the Contract and to execute, sign and endorse any and all claims, instruments, receipts, checks drafts or warrants issued in payment of the Contract and to settle or compromise any and all claims arising under the Contract and in the place and stead of Assignor; to execute and deliver its release therefrom and to file any claim or claims or to take any action or institute or take part in any proceedings either in its own name or in the name of Assignor, which, in the discretion of Assignee, may be necessary or advisable. The power is given as security for all present and future indebtedness of any type or nature owed by Assignor to Assignee and authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Assignee.

DEFAULT. In the event Assignor defaults in the payment of its obligations to Assignee or in the performance of its agreements and warranties set forth in this Assignment and related security documentation, Assignee shall become the absolute owner of all Assignor's right, title and interest in and to the Contract and all proceeds therefrom without any claim or right of Assignor therein. In the event Purchaser defaults in the performance of its obligations under the Contract after Assignee has become the absolute owner of Assignor's interest in the Contract, Assignee shall be free to institute such foreclosure proceedings as it deems appropriate in order to acquire title to the property subject to the Contract and upon such foreclosure taking place, Assignee shall become the owner of the described real property free and clear of any right, title, claim or interest of Assignor herein.

ATTORNEYS' FEES. In the event litigation with regard to this Assignment and related documentation, the prevailing party in such litigation shall be entitled to an award of reasonable attorneys' fees and cost of suit.

IN WITNESS WHEREOF, The parties have executed this Assignment the day, month and year first above written.

ASSIGNOR:

INVESTORS FINANCIAL LIMITED PARTNERSHIP,
an Idaho Limited Partnership

By: INVESTORS FINANCIAL CORPORATION,
an Idaho Corporation, General Partner

By: [Signature]
S. R. TAYLOR,
President and Chief Operating Officer

ASSIGNEE:

BANK OF AMERICA, N.A.

By: [Signature]
GREGORY ZANOT,
Senior Vice President

STATE OF IDAHO)
) ss.
County of Ada)

STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of October, in the year 2015, before me, a Notary Public in and for said State, personally appeared S. R. TAYLOR known or identified to me to be the President and Chief Operating Officer of INVESTORS FINANCIAL CORPORATION, an Idaho corporation, the corporation that executed the above instrument as the General Partner of INVESTORS FINANCIAL LIMITED PARTNERSHIP, an Idaho Limited Partnership, and acknowledged to me that such corporation executed the same on behalf of such partnership.

On this 18 day of October, in the year 2015, before me, a Notary Public in and for said State, personally appeared GREGORY ZANOT, known or identified to me to be the Senior Vice President of Commercial Banking for BANK OF AMERICA, N.A., and acknowledged to me that such corporation executed the same on behalf of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Print Name: Sandra R. Creek
Notary Public for IDAHO
Residing at Caldwell, Idaho
My commission expires: April 27, 2019

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Print Name JANEU BILLINGS
Notary Public for IDAHO
Residing at BOISE, ID
My commission expires: 11.4.16

