

**Assignment of Buyer's Interest in Real Estate  
Contract for Security Purposes (Herein Referred to as "Assignment")**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_, herein referred to individually and collectively as "Assignors", for value received, grant and convey unto \_\_\_\_\_  
\_\_\_\_\_ its successors and assigns, herein referred to as "Assignee" the following described property situated in \_\_\_\_\_ County, Iowa, to-wit:

\_\_\_\_\_  
\_\_\_\_\_

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, 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 and 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ as seller and \_\_\_\_\_ as buyer recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ 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 incurred, 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