

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 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 deterioration 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 be payable by the Assignor upon demand with interest at the rate prevailing on the most recent note secured by this assignment.

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 taxed 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 sole 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

STATE OF IOWA

COUNTY OF \_\_\_\_\_ )

)SS.

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

Please type or print names under signatures

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me,

the undersigned, a Notary Public in and for said County and said State, personally appeared \_\_\_\_\_

\_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public in and for the said County and State

WHEN RECORDED, RETURN TO: \_\_\_\_\_