DELAWARE COUNTY, IOWA
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BOOK 2003 PAGE 1333
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
11.00

Jeffrey E. Clements, #000007906, 117½ S. Vine Street, P.O. Box 164, West Union, Iowa 52175; (563) 422-3545

2003-1329

MORTGAGE ASSUMPTION AGREEMENT

AGREEMENT made and entered into as of the 28th day of April, 2003, by and between Community Savings Bank, whose address for the purpose of this agreement is 101 E. Union St., Edgewood, Iowa, 52042 hereinafter referred to as the "Lender", and Chris S. Mahley and Susan H. Mahley, husband and wife, hereinafter referred to as "Borrower" whose address for the purpose of this agreement is P.O. Box 8551, Shawnee Mission, Kansas 66208-0551.

WITNESSETH:

WHEREAS, the Lender is the holder and owner of the following documents (hereinafter sometimes collectively referred to as the "Loan Documents"):

1. Mortgage Note No. 7097389 dated May 22, 2002, in the original principle face amount of One Hundred Seventy-Five Thousand and 00/100 DOLLARS ($175,000.00) executed and delivered by Carol W. Mahley, Trustee of the Henry L. Mahley Revocable Trust (Family Trust) U/T/A 8/22/91 and the Carol W. Mahley Revocable Trust U/T/A 8/22/91 (hereinafter referred to as the "Original Borrower") in favor of the Lender (hereinafter referred to as the "Note"); and,

2. Mortgage given by the Original Borrower as "Mortgagor" to lender as "Mortgagee" dated May 22, 2002, and filed with the Delaware County Recorder on May 28, 2002, in Book 2002, at Page 2000 (hereinafter referred to as the "Mortgage"), and which mortgage encumbers the real property described as follows:

THE NORTH 39 FEET OF LOT 1 AND THE NORTH 39 FEET OF THE EAST 16 FEET OF LOT 2, AND THAT PART OF LOTS 1, 2 AND 8, BLOCK 15, PITKIN'S ADDITION TO EARLVILLE, FORMERLY NOTTINGHAM, IOWA, ACCORDING TO PLAT RECORDED IN BOOK I L.D., PAGE 456, AND OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 89 NORTH, RANGE 4 WEST OF THE 5TH P.M. DESCRIBED AS COMMENCING AT A POINT 39 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1, AND RUNNING THENCE SOUTH 39 FEET, THENCE WEST 130 FEET, THENCE NORTH 39 FEET, THENCE EAST 130 FEET TO THE POINT OF BEGINNING.

WHEREAS, the Original Borrower is desirous of conveying the property encumbered by the mortgage, (hereinafter referred to as the "Property") to the Borrower; and,

WHEREAS, the Borrower desires to receive said property and formally assume the Mortgage and perform all of the covenants and conditions contained in the Mortgage note, the Mortgage and all other Loan Documents as partial consideration for their purchase of the property and as consideration for the Lender's willingness to consent to the sale of the property and assumption of the Mortgage note, the Mortgage and all other Loan Documents by the Borrower: and,

WHEREAS, the Lender is willing to give its consent to the transfer of the property to the Borrower if the Borrower shall assume all of the obligations heretofore imposed by the Loan Documents upon the Original Borrower;

IT IS, THEREFORE, AGREED, in consideration of the mutual promises and benefits contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, as follows:

1. Assumption. Borrower expressly assumes the Loan Documents and agrees to perform all covenants, conditions, duties and obligations contained therein and agrees to pay the Note and perform the obligations evidenced thereby in a prompt and timely manner in accordance with the terms thereof.

2. Consent. Lender hereby consents to the transfer of the property to the Borrower and the assumption of the Loan Documents by the Borrower, but the Lender expressly reserves the right to withhold its consent to any future sale or transfer of the Property and assumption of the Loan Documents.

3. Representation. Borrower affirms, warrants, represents and covenants that Borrower has no defenses nor rights of set off against Lender or against the payment, collection or enforcement of the indebtedness evidence by the Note and secured by the Mortgage and owed to Lender. Borrower further warrants and represents as follows:

a. Borrower has done no acts nor omitted to do any act which might prevent Lender from, or limit Lender in, acting upon or under any of the provisions herein, in the Mortgage, in the Note or any other Loan Documents;

b. Borrower is not prohibited under any other agreement with any other person or in any judgment or decree, from the execution and delivery of this Agreement, the performance of each and every covenant hereunder or under the Mortgage, Note or any other Loan Documents;

c. No action has been brought or threatened which would any way interfere with the right of Borrower to execute this Agreement and perform all of Borrower's obligations contained herein, in the Note, in the Mortgage, or in any other Loan Document;

d. All financial statements of Borrower, if any, are true and correct in all respects, fairly present the respective financial conditions of the subjects thereof, as of the respective dates thereof and no material adverse change has occurred that would affect Borrower's ability to repay the indebtedness evidenced by the Note and secured by the Mortgage.

4. Acknowledgments. Borrower acknowledges that:

a. The Loan Documents are in full force and effect; and

b. The principle balance of the loan as represented by the Note as of the date of this agreement is One Hundred Seventy-Three Thousand Twenty-One and 61/100 DOLLARS ($173,021.61) and principle and interest are unconditionally due and owing to the Lender as provided in the Note.

5. Costs. Borrower shall pay all costs of the assumption made hereby, to include without limitation, attorney's fees and recording costs.

6. No Novation. It is the intent of the parties that this instrument shall not constitute a novation and shall in no way adversely affect the lien priority of the Mortgage and other Loan Documents.

7. Binding Effect. This agreement shall inure to the benefit of and be binding upon the parties hereto as well as their successors and assigns, heirs and personal representatives.

IN WITNESS WHEREOF the parties hereto have dully executed this agreement as follows:

"LENDER"
Community Savings Bank, Edgewood, Iowa

By: _____ Date 5/5/03

Dodd D. Scroggin It's Vice President

"BORROWER"

_____ Date 4/28/03
Chris S. Mahley

_____ Date 4/28/03
Susan H. Mahley

STATE OF IOWA,
ss:
DELAWARE COUNTY,

On this 5th day of MAY, 2003, before me, a Notary Public in and for said county, personally appeared DODD D. SCROGGIN to me personally known, who being by me duly sworn did say that that person is VICE PRESIDENT of said corporation, and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said VICE PRESIDENT acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

_____, Notary Public

ELAINE M. FUNKE
Commission Number 132758
My Commission Expires
7-25-2005

STATE OF KANSAS,
ss:
JOHNSON COUNTY,

On this 28th day of APRIL 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Chris S. Mahley and Susan H. Mahley, husband and wife, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

_____ 4/28/03
STACY ERIN SISK, Notary Public

STACY ERIN SISK
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Expires 8-16-06