Book 2012 Page 4558
Document 2012 4558 Type 05 001 Pages 5
Date 12/27/2012 Time 2:29:08PM
Rec Amt $27.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

SECOND ASSIGNMENT AND ASSUMPTION OF PROMISSORY NOTE AND MORTGAGE

Recorder's Cover Sheet
(Delaware County)

Preparer Information: Gary J. Streit, Shuttleworth & Ingersoll, P.L.C., P. O. Box 2107, Cedar Rapids, IA 52406-2107; (319) 365-9461

Return Document To: Gary J. Streit, Shuttleworth & Ingersoll, P.L.C., P. O. Box 2107, Cedar Rapids, IA 52406-2107; (319) 365-9461

Taxpayer Information: Kelley D. Crock, 130 Winslow Drive, Manchester, Iowa 52057

Grantors: Eddie Earl Horton, as Successor Trustee of the Horton Family Trust A

Grantees: Eddie Earl Horton, as Successor Trustee of the Horton Family Trust B

Legal Description: See page 5

SECOND ASSIGNMENT AND ASSUMPTION OF PROMISSORY NOTE AND MORTGAGE
(Delaware County)

THIS SECOND ASSIGNMENT AND ASSUMPTION OF PROMISSORY NOTE AND MORTGAGE (this "Second Assignment Agreement") is made as of December 19, 2012, by and between Eddie Earl Horton, as Successor Trustee of The Horton Family Trust A ("Second Assignor"), and Eddie Earl Horton, as Successor Trustee of the Horton Family Trust B (the "Second Assignee").

RECITALS

A. Eddie Earl Horton, as the Successor Trustee of the Horton Family Living Trust Agreement dated March 2, 1995) (the "First Assignor) is a Mortgagee of a Mortgage encumbering certain real estate in Delaware County, Iowa, more particularly described on the attached Exhibit A (the "Mortgage") , and has previously assigned such Mortgage to the Second Assignor.

B. The Mortgage secures one-half of the unpaid balance of a Promissory Note owed to the First Assignor from John J. Crock and Kelley D. Crock, the mortgagors (collectively "Crock"), which Promissory Note is specifically described in the Mortgage (the "Promissory Note"), which Promissory Note has been previously assigned by the First Assignor to the Second Assignor.

C. Second Assignor desires to assign a portion of its interest in the Mortgage and a portion of its interest in the Promissory Note to Second Assignee and Second Assignee desires to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. Effective as of the date hereof (the "Assignment Effective Date"), Second Assignor does hereby assign, grant, and transfer to Second Assignee Two Hundred Eighty Thousand and no/100th Dollars ($280,000.00) of Second Assignor's right, title and interest in, to and under the Mortgage and Promissory Note. Second Assignee assumes and agrees to perform any and all of the obligations to be performed by Second Assignor under the Mortgage and Promissory Note that arise on or after the execution and delivery of this Second Assignment Agreement to the extent of its proportionate interest in and under the Mortgage and the Promissory Note. For clarification purposes, there is a single assignment of the amount set forth above, even though, coincident with this Second Assignment, an identical Second Assignment is being delivered and recorded with respect to mortgages encumbering properties in Buchanan County, Iowa, it being the intent of all parties hereto that there be a single assignment to the Second Assignee with a total value of Two Hundred Eighty Thousand and no/100th Dollars ($280,000.00).

2. Second Assignor Representations and Warranties. Second Assignor hereby represents and warrants to Second Assignee, to the extent of its proportionate interest therein, as follows : (a) the Mortgage and Promissory Note are in full force and effect, in accordance with their respective terms; (b) the Second Assignor has not assigned, modified or amended the Mortgage or the Promissory Note in any respect whatsoever, except for an amendment signed on January 29, 2011 to Promissory Note #20083125 dated October 7, 2008 to adjust the interest rate thereunder, and Second Assignor has no obligations to Crock other than as set forth in the Mortgage and the Promissory Note; (c) as of the date hereof, Second Assignor has (i) no actual knowledge of the existence of any default, or state of facts which, with the passage of time or the giving of notice, or both, would constitute a default on the part of Second Assignor or Crock under the Mortgage or the Promissory Note, (ii) has not sent any written notice of default to Crock pursuant to the

Mortgage or the Promissory Note and (iii) has not received any written notice of default from Crock pursuant to the Mortgage or the Promissory Note; and (d) Second Assignor has received from Crock all payments required under the Promissory Note to and including the month ending November 30, 2012.

IN WITNESS WHEREOF, Second Assignor and Second Assignee have caused this Second Assignment and Assumption of Promissory Note and Mortgage to be executed as of the Assignment Effective Date.

SECOND ASSIGNOR:

Eddie Earl Horton, Successor Trustee of
The Horton Family Trust A

By: _____
Eddie Earl Horton

STATE OF TEXAS, DALLAS COUNTY, ss:

This Assignment Agreement was acknowledged before me on December 19, 2012, by Eddie Earl Horton, Successor Trustee of The Horton Family Trust A.

Sharon Simmons
Commission Expires
06-27-2016

_____
Notary Public

SECOND ASSIGNEE:

Eddie Earl Horton, Successor Trustee of
The Horton Family Trust B

By: Eddie Earl Horton
Eddie Earl Horton

STATE OF TEXAS, DALLAS COUNTY, ss:

This Assignment Agreement was acknowledged before me on December 19, 2012, by Eddie Earl Horton, Successor Trustee of The Horton Family Trust B.

Sharon Simmons
Notary Public

Sharon Simmons
Commission Expires
06-27-2016

EXHIBIT A
TO
SECOND ASSIGNMENT AND ASSUMPTION OF PROMISSORY NOTE AND MORTGAGE

Mortgage Recording Information	Legal Description
October 7, 2008; Instrument #2008 3125; Delaware County, Iowa Recorder	Parcel D, part of the North ½ of the Northeast ¼ of Section 23, Township 89 North, Range 6 West of the 5th P.M., Delaware County, Iowa, according to Plat recorded in Book 2007, page 525.