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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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

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

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

Legal Description: See page 4

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

THIS ASSIGNMENT AND ASSUMPTION OF PROMISSORY NOTE AND MORTGAGE (this "Assignment Agreement") is made as of October 30, 2012, by and between Eddie Earl Horton, as Successor Trustee of The Horton Family Living Trust Agreement dated March 2, 1995 ("Assignor"), and Eddie Earl Horton, as Successor Trustee of The Horton Family Trust A and Eddie Earl Horton, as Successor Trustee of The Horton Family Trust B (collectively, the "Assignee").

RECITALS

A. Assignor is the Mortgagee of real estate in Delaware County, Iowa, more particularly described on the attached Exhibit A (the "Mortgage")

B. The Mortgage secures a promissory note owed to the 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").

C. Assignor desires to assign the Mortgage and the Promissory Note to Assignee and Assignee desires to accept such assignment.

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

1. Assignment and Assumption. Effective as of December 21, 2011, the date of death of Jimmie L. Horton (the "Assignment Effective Date"), Assignor does hereby assign, grant, and transfer to Assignee all right, title and interest of Assignor in, to and under the Mortgage and Promissory Note, with an undivided one-half interest in the Mortgage and Promissory Note being assigned to Eddie Earl Horton, as Successor Trustee of The Horton Family Trust A, and an undivided one-half interest in the Mortgage and Promissory Note being assigned to Eddie Earl Horton, as Successor Trustee of The Horton Family Trust B. Assignee assumes and agrees to perform any and all of the obligations to be performed by Assignor under the Mortgage and Promissory Note that arises on or after the execution and delivery of the Assignment Agreement.

2. Assignor Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows: (a) the Mortgage and Promissory Note are in full force and effect, in accordance with the respective terms; (b) the 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 the Promissory Note dated October 7, 2008 to adjust the interest rate thereunder, and Assignor has no obligations to Crock other than as set forth in the Mortgage and the Promissory Note; (c) as of the date hereof, 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 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) the Assignor has received from Crock all payments required under the Promissory Note to and including the month ending July 31, 2012.

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

ASSIGNOR:

Eddie Earl Horton, Successor Trustee of the
Horton Family Living Trust dated March 2, 1995

By: Eddie Earl Horton
Eddie Earl Horton

STATE OF TEXAS, DALLAS COUNTY, ss:

This Assignment Agreement was acknowledged before me on October 30, 2012, by Eddie Earl Horton, Successor Trustee of The Horton Family Living Trust dated March 2, 1995

Sharon Simmons
Commission Expires
06-27-2016

Sharon Simmons
Notary Public

ASSIGNEE:

Eddie Earl Horton, Successor Trustee of The
Horton Family Trust A, and 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 October 30, 2012, by Eddie Earl Horton, as Successor Trustee of The Horton Family Trust A, and as Successor Trustee of The Horton Family Trust B.

Sharon Simmons
Commission Expires
06-27-2016

Sharon Simmons
Notary Public

EXHIBIT A
TO
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.