



Document 2007 721

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INDX
ANNO
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LISA SMITH, COUNTY RECORDER
MADISON IOWA

CHEK

Prepare By: Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273 515/462/3731

Return To: Union State Bank PO Box 110 Winterset, IA 50273 515 462-2161

Tax Statement: TNT Family, Inc., S47W33666 Fox Hollow Dr., Dousman, WI 53113

ASSUMPTION AGREEMENT

This agreement is made and entered into by and between Thomas Turner and Tara Turner, Husband and Wife, hereinafter called "Turners", Union State Bank of Winterset, Iowa, hereinafter called "The Bank" and TNT Family, Inc., hereinafter called "TNT".

WHEREAS Turners are obligated and liable for the payment of a mortgage debt evidenced by a Promissory Note in the original principal amount of \$615,450.00 dated November 10, 2005, and which note is secured by Mortgage dated November 10, 2005, and recorded November 14, 2005, in Book 2005, Page 5504 of the Recorder's Office of Madison County, Iowa, granting a mortgage upon the following described real estate:

See Exhibit "A" attached hereto.

WHEREAS Turners have conveyed a portion of said real estate to TNT.

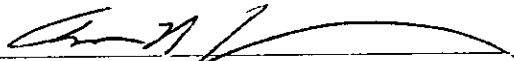
NOW THEREFORE, it is agreed as follows:

1. TNT agrees to pay the unpaid balance due on said Promissory Note in installments at the times, in the manner, and in all other respects as provided in said Promissory Note;

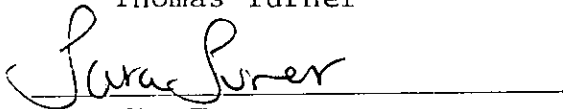
to perform all obligations provided in the Mortgage and Promissory Note required to be performed by Turners as Mortgagors and to be bond by all of the terms of said Promissory Note and Mortgage.

2. The real property described in the mortgage, except a portion thereof, upon which Partial Releases have been granted shall remain subject to the lien, charge or encumbrance of the mortgage and nothing contained in this Agreement or done pursuant to it shall affect or be construed to affect the lien, charge or encumbrance of the mortgage or the priority of the mortgage over other liens, charges or encumbrances.
3. Turners shall remain personally liable upon said Note and Mortgage. This Assumption Agreement is not a release of Turners from personal liability upon said Note and Mortgage.

Dated this 12 day of February, 2007.



Thomas Turner



Tara Turner

Union State Bank

By David A. Koch, U.P.

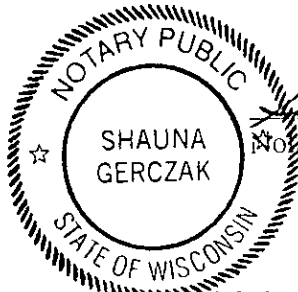
TNT Family, Inc.



BY Tara Turner, President

STATE OF WISCONSIN, COUNTY OF Waukesha

This instrument was acknowledged before me on this 12th day of February, 2007
by Thomas Turner and Tara Turner.



Shauna Gerczak
Notary Public in and for said State of Wisconsin

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 16th day of Feb.
2007, by David A. Koch, V.P. of Union State Bank.



Sandra D. Conkern
Notary Public in and for said State of Iowa

STATE OF WISCONSIN, COUNTY OF Waukesha

This instrument was acknowledged before me on this 12th day of February, 2006
by Tara Turner, President of TNT Family, Inc.



Shauna Gerczak
Notary Public in and for said State of Wisconsin

EXHIBIT "A"

Parcel "B" located in the Northeast Quarter ($\frac{1}{4}$) and the Southeast Quarter ($\frac{1}{4}$) of Section Four (4), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 90.96 acres, as shown in Plat of Survey filed in Book 2005, Page 5055 on October 19, 2005, in the Office of the Recorder of Madison County, Iowa.



AND

Parcel "Q" located in that part of the Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Three (3), Township Seventy-six (76) North, Range Twenty-seven (27) West of the Fifth Principal Meridian, Madison County, Iowa, containing 3.39 acres, as shown in Plat of Survey filed in Book 3, page 597 on June 9, 2000, in the Office of the Recorder of Madison County, Iowa.

