

ASSUMPTION AGREEMENT

This Assumption Agreement is made this 11th day of January, 2002 by and among Madison County Medical Associates (the "Borrower") Timber Creek Development, Inc. (the "Purchaser") and Union State Bank, Winterset, Iowa (the "Lender").

The parties recite and declare that:

1. The Borrower is obligated and liable to the Lender for the payment of the debt evidenced by a note in the sum of Three Thousand Seven Hundred Forty-four and 36/100 (3,744.36) plus interest at the rate of 8.00 percent (8.00%) per annum, dated May 28, 1997 (the "Note") which is secured by a mortgage executed by the borrower as mortgagor and the Lender as mortgagee, dated May 28, 1997 (the "Mortgage"). The Mortgage is recorded in the office of the Recorder of Madison County, Iowa in Book 189 of Mortgages at Page 1, and the Lender is now the owner and holder of the Note and Mortgage.

2. The Borrower has sold and conveyed or is about to sell and convey a part of the real property described in the above Mortgage to the purchaser, and the Purchaser desires to assume and agrees to pay the indebtedness and perform all the obligations under the Note and Mortgage.

3. The Lender is willing to accept the assumption upon the terms set forth herein.

For the reasons set forth above, and in consideration of the mutual conveyance and promises of the parties, the Borrower, Lender and Purchaser covenant and agree as follows:

ASSUMPTION. The Purchaser hereby assumes and agrees to pay the indebtedness evidenced by the Note (#4300177767) and Mortgage and perform all of the obligations provided herein, it being agreed and understood that as of the date of this assumption, said indebtedness is Three Thousand Seven Hundred Forty-four and 36/100 (\$3,744.36) and that the interest rate shall be 8.0 percent (8.0%) per annum, and that the monthly payment schedule of principal and interest shall be made as follows:

Six Hundred Eight and 30/100 (\$608.30) will be due on January 28, 2002, to be applied first to interest and the balance to principal, and a like amount on the same day of each month thereafter until paid in full or until there is an interest rate adjustment as set out in the original note.

NO OTHER MODIFICATIONS. Except as provided above, the Note and Mortgage and all their respective terms and provisions shall remain in full force and effect, unaffected and unchanged by this Agreement, and the whole of the real property described in the Mortgage shall remain subject to the lien of such Mortgage and nothing contained in or done pursuant to this Agreement shall affect or be construed to affect the lien of the Mortgage or the priority thereof over other liens, changes or encumbrances.


INTERPRETATION. In this Agreement, the singular number includes the plural and the plural number includes the singular. If this Agreement is executed by more than one person, firm or corporation as Purchaser, the obligations of each such person, firm or corporation hereunder shall be joint and several.


APPLICATION. This Agreement applies to, and insures to the benefit of, all of the parties hereto, their heirs, personal representatives, successors and assigns.

SELECTION OF LAW. The validity, interpretation and enforcement of this Agreement will be governed by the law of the State of Iowa.

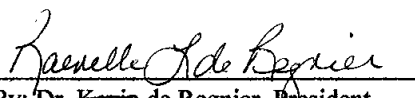
Borrower:
Madison County Medical Associates

Lender:
UNION STATE BANK


By: Dr. Kevin de Regnier, President
Kaenelle


By: Steven D. Warrington
Senior Vice President

Purchaser:
Timber Creek Development, Inc.


By: Dr. Kevin de Regnier, President
Kaenelle

REC \$ 5⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

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RECORDED ✓
COMPARED

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA