24-37120-5

REC. ____ PAGE ____

LOAN ASSUMPTION AGREEMENT



	This agreement states the terms and conditions under which
rofo	Nancy Jane Wilson (hereafter rred to as "purchasers") assume the rights and obligations of Jeri L. Stanley and
subse	quently Jeannie M. Harvey ("Borrowers") under te and mortgage originated by United Federal Savings Bank of Iowa
	("lender") which was assigned to the love Finance
pari	ority ("IFA") and is serviced by United Federal Savings Bankoof Iowa ("servicer"). As used in this Agreement, the phrase "the les" shall include all of the above except the lender, provided, however, that
wher	e the lender is also the servicer, such lender-servicer shall be a party in its city as servicer.
sent	I. Purchasers, borrowers, and servicers hereby make the following repre- ations to each other and to IFA:
19 mort sing	1. Borrowers are indebted to IFA under a note dated <u>September 12</u> , in the principal amount of \$ 30,000.00 , which is secured by a gage of even date therewith. Lender originated the note and mortgage under an IFA le family mortgage program, and assigned the mortgage to IFA.
of t	The documents are recorded in the <u>Mortgage</u> records the <u>Madison</u> County Recorder, State of lowa, as follows:
	Mortgage: Book/XXXXIX 132 Page/Imagex No. 148 Assignment: Book/XXXIX 132 Page/Imagex No. 173
esta mort	2. Borrowers have sold and conveyed to purchasers all of the real te described in the attached mortgage, and purchasers desire to assume said gage.
borr	3. Under the terms of the mortgage; IFA; as assignee of the lenders declare all sums secured by the mortgage to be immediately due and payable if overs sell or transfer all or any part of the mortgaged property without IFA's or-written consent. (Strike if inapplicable)
\$ 1	4. As of the date of this Agreement, the unpaid principal on the note $\frac{27,874.26}{5}$, and there is $\frac{\$_{N/A}}{1}$ in accrued but unpaid interest. The amount required to make the loan current is $\frac{\$_{N/A}}{1}$, and servicer presently is holding in escrow sufficient funds make the loan current.
star tior othe	5. The mortgage involved in this transaction is a valid, first and sisting lien, and there is no second mortgage or other subsequent lien now outding against the real property described in the mortgage, nor will this assumption and way affect the validity of priority of the above mortgage, or cause any erliens, claims or judgments of any nature or description to become a charge linst the real estate described in the mortgage.
rela	6. Purchasers are - Eligible-Mortgagors - under current -IFA -guidelines ating to new single-family mortgage loans: (Strike if inapplicable)
here white	II. In consideration of the above facts, the mutual agreements contained in, and other good and valuable consideration, the receipt and sufficiency of the contained in the sufficiency of the parties agree as follows:
den	1. Purchasers hereby assume and agree to pay the indebtedness eviced by the note and mortgage and perform all of the obligations provided therein.
toti the	2. Monthly payments by purchasers shall be as follows: principal and erest \$ 220.20 ; escrows, including for taxes and insurance \$ 67.80 ; all monthly payment \$ 288.00 . Escrows may be increased in the manner and for purposes specified in the mortgage. Interest on the unpaid principal shall be the annual rate of 8.0 percent.
	3IFA-approves-the-sale-on-the-terms-and-conditions-contained-hereinfurther-agrees-not-to-declare-the-sums-secured-by-the-mortgage-to-be-immediately -and-payable. (Strike if inapplicable)
STATE OF	
MADISON C	DUNTY, 147 Page 750 Decording Fee #5 00 Mary F Welty Recorder By Miller J. Frankl

- 4. If payments by borrowers were in arrears immediately prior to assumption, IFA agrees to waive its matured foreclosure rights based on the elimination of arrearages concurrntly with this assumption.
- 5. In the event purchasers fail to perform as agreed, borrowers continued liability for the sums secured by the mortgage shall be as follows: (Strike either (a) or (b):

(a) Borrowers remain liable on the note and mortgage, and will not be released from their liability. It is the intent of this Agreement, therefore, that both the Borrowers and the Purchasers will be personally liable for the payment of the indebtedness described herein.

- (b) Purchasers are completely-substituted for Borrowers.--Borrowers are released and discharged from any further personal-liability upon the note and mortgage, and it is the intent of the Agreement, therefore, that insofar as Borrowers are concerned, any recovery shall be confined to the value of the mortgaged property.
- 6. This assumption by the Purchasers is joint and several and shall bind them, their heirs, personal representatives, successors and assigns.
- 7. Borrowers agree that the balance of any escrow funds held by servicer for such purposes as real estate taxes, special assessments or casualty or mortgage insurance shall be retained for the purpose originally paid.

mortgage insurance shall be retained for the purpose originally paid. IN WITNESS WHEREOF, the parties have hereunto executed this instrument the _, 1986. BORROWERS MUST INITIAL 5A Purchasers Purchasers Jeannie M. Harvey Borrowers United Federal Sayings Bank of Iowa Corporate Seal Servicer) Delbert F. Reetz Senior Vice President/Treasurer Iowa Finance Authority Gundel Basart, Manager S.F. Programs niv STATE OF IOWA COUNTY OF POLK

On this day of hand, A.D. 19 , before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gundel Basart, Manager of Single Family Programs of the Iowa Finance Authority, which has executed the within and foregoing instrument, and after being sworn by me, did say that the seal affixed thereto is the seal of said Authority; that said instrument was signed and sealed on behalf of said Authority by authority of its Board; and Gundel Basart, Manager of Single Family Programs, acknowledged the execution of said instrument to be the voluntary act and deed of said Authority by it and by her voluntarily executed.

SALES NO.

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Notary Public in and for said County and State

My commission expires: 9/26/88

	a. RECORD 147
· STATE OF LOWA	} ss:
county of Park	
Nancy Jane Wilson be the person(s) named in and	day of, 1986, before me, f lowa, personally appeared, to me personally known to who executed the foregoing instrument, and acexecuted the same as
SEAL)	Notary Public in and for said County and State My commission expires: 826-86
COUNTY OF	ay of, 1986 before me, f lowa, personally appeared
be the person(s) named in and	f Iowa, personally appeared, to me personally known to who executed the foregoing instrument, and acexecuted the same asher
	• • • • • • • • • • • • • • • • • • • •
Pana	Notary Public in and for said County and State My commission expires: 8 26-86
STATE OF IOWA)SS:	
to me personally known, who be	c in and for said County and State, Reetz and, ing by me duly sworn, did say that they are and Treasurer , respectively, of within and foregoing instrument, that

the <u>Senior Vice President</u> and <u>Treasurer</u>, respectively, of said corporation executing the within and foregoing instrument, that (<u>No. Ada & kase kase kase procuped by kthe seal</u>) (the seal affixed thereto is the seal of said) corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said <u>Delbert F. Reetz</u> and <u>_______</u> as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.



Notary Public in and for said County and

Lesa M. Clanin

My commission expires: 9-23-88