

ASSUMPTION AGREEMENT

THIS AGREEMENT made and executed this 8th day of February, 19 88, by and among, John P. Nelson and Jerrilee Nelson hereinafter called "Borrower" and William D. Schreck hereinafter called "Assumptor" and Farmers & Merchants State Bank, hereinafter called "Lender".

WHEREAS, Borrower is the Mortgagor and Lender is the Mortgagee of a mortgage dated June 13, 1984, which mortgage originally secured payment of a loan in the amount of \$ 23,817.72 plus interest at the rate of 11.00 % per annum as evidenced by a note of the same date executed by Borrower.

WHEREAS, the mortgage is recorded in the office of the Recorder of Madison County, Iowa, in Book 140 of Mortgages at Page 461 and is of real estate situated in Madison County, described as follows:

A tract of land described as follows: Commencing at the Southwest corner of the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Twelve (12), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, thence North 926.80 feet to the point of beginning, thence North 42°25' East 601.50 feet along the centerline of a county road, thence South 83°51' West 408.07 feet to the Northwest corner of said Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), thence South 400.34 feet to the point of beginning, containing 1.86 acres, more or less, including 0.46 acres of county road right of way (subject to easements and encumbrances or record).

WHEREAS, Assumptor has purchased or will purchase the real estate described above and has agreed with Borrower to assume all obligations of the mortgage and note.

NOW THEREFORE, in consideration of the mutual covenants herein contained it is agreed:

1. AMOUNT DUE: Borrower and Assumptor acknowledge there is as of this date due and owing on the aforesaid mortgage and note the principal balance of \$ 21,969.37 plus accrued interest from date of Feb. 8, 1988.

2. ASSUMPTION: Assumptor hereby assumes, agrees to pay, and agrees to all obligations of said mortgage and note. Such assumption shall not in any manner release or diminish Borrowers obligations thereunder. Compared

FILED NO. C 1380
BOOK 149 PAGE 592

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$10.00

3. WARRANTY: Borrower and Assumptor covenant and warrant that the said mortgage is a first lien upon the real estate above described.

4. NO OTHER MODIFICATIONS: The said mortgage and note and all provisions thereof shall remain unaffected and unchanged by this Agreement and all terms, conditions, and provisions of said note and mortgage are hereby ratified and confirmed in all respects, by Borrower and Assumptor and said parties promise to pay the aforesaid sum with interest and in the manner provided in said note and mortgage.

IN WITNESS WHEREOF, the parties have executed this instrument.

FARMERS & MERCHANTS STATE BANK

By

David M. Nicholl
David M. Nicholl, Exec. Vice
President

By

John P. Nelson
John P. Nelson Borrower

Jerrilee Nelson
Jerrilee Nelson Borrower

William D. Schreck
William D. Schreck Assumptor

Assumptor

Contract