

Book 2011 Page 2389 Type 04 003 Pages 3 Date 9/08/2011 Time 3:30 PM

Rec Amt \$17.00

INDX **ANNO**

SCAN

CHEK

LISA SMITH, COUNTY RECORDER

MADISON COUNTY IOWA

Prepared by: David A. Koch,

Return to: Union State Bank, 201 West Court, Winterset, Iowa 50273 (515) 462-2161

Tax Statement: Wayne Martens, 1426 W Court Ave., Winterset, IA 50273

ASSUMPTION AGREEMENT

This agreement is made and entered into by and between Wayne N. Martens and Debi M. Martens, Husband and Wife, and William S. Martens and Esther Martens, Husband and Wife, hereinafter called "Martens", Union State Bank of Winterset, Iowa, and Martens Family Farm Trust, hereinafter called "Trust",

WHEREAS Martens are obligated and liable for the payment of a mortgage debt evidenced by a Promissory Note to Union State Bank dated September 28, 2010 and which note is secured by Mortgage dated September 28, 2010 and recorded October 14, 2010 in Book 2010 Page 2523 in the Recorders Office of Madison County, Iowa, granting a mortgage upon the following described real estate:

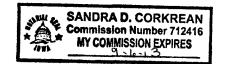
(See Exhibit "A" attached hereto.)

WHEREAS Martens have conveyed said real estate to Trust.

NOW THEREFORE, it is agreed as follows:

- 1. Trust 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 Martens as Mortgagors and to be bound by all of the terms of said Promissory Note and Mortgage.
- 2. The real property described in the mortgage, 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.
- Martens shall not be released from personal liability upon said Note and Mortgage.

| Dated this 2th day of Sept ,2011 |
|--|
| Wayne N. Martens William S. Martens |
| Debi M. Martens Esther Martens. Esther Martens |
| Union State Bank |
| By: A Koch, Vice President |
| Martens Family Farm Trust |
| By: Wayne N. Martens, Trustee |
| STATE OF IOWA |
| COUNTY OF Madison |
| This instrument was acknowledged before me on this η day of by Wayne N. Martens and Debi M. Martens. |
| SANDRA D. CORKREAN Commission Number 712416 NOTARY PUBLIC IN AND FOR SAID STATE OF IOWA MY COMMISSION EXPIRES |
| STATE OF Source County of Madison |
| This instrument was acknowledged before me on this 7 day of 2011 By William S. Martens and Esther Martens. |
| SANDRA D. CORKREAN Commission Number 712416 MY COMMISSION EXPIRES A COMMISSION EXPIRES |
| STATE OF IOWA, COUNTY OF MADISON |
| This instrument was acknowledged before me on this 7 day of 2011. By David A. Koch, V.P. of Union State Bank. |
| SANDRA D. CORKREAN Commission Number 712416 MY COMMISSION EXPIRES 9 10 11 12 13 14 15 16 16 17 17 18 18 19 19 19 19 19 19 19 19 |
| STATE OF IOWA, COUNTY OF MADISON |
| This instrument was acknowledged before me on this 7 day of 2011. By Wayne N. Martens, Trustee of Martens Family Farm Trust. |



Martens Family Farm Trust Under Agreement Dated January 1, 2011 Schedule "A"

1. The Southeast Quarter (¼) of the Southwest Quarter (¼) and the South Half (½) of the Southeast Quarter (¼) of Section Thirteen (13), except a tract commencing on the center line of public highway #169 at a point 663.7 feet North of the Southeast corner of the Southwest Quarter (¼) of the Southeast Quarter (¼) of said Section, thence North 89°20' West, 266 feet, thence Southerly at right angle to preceding course 164.7 feet, thence Easterly 268 feet to center line of said public highway, thence Northerly along said center line 168.3 feet to point of beginning, containing 1.02 acres more or less; and the Northwest Quarter (¼) of the Northeast Quarter (¼) and the East Half (½) of the Northwest Quarter (¼) of Section Twenty-four (24), in Township Seventy-seven (77) North, Range Twenty-eight West of the 5th P.M.; and a tract of land off the West side of the Fractional Southwest Quarter (¼) of Section Eighteen (18), in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, being 46 rods and 8 feet wide on the South end and 46 rods and 15 feet wide on the North end thereof.