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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

ASSUMPTION AGREEMENT
(XXXXXX0732)

This Assumption Agreement ("Agreement") is made and executed this 18TH day of January 2018 by and between, Fifth Third Mortgage Company, 5001 Kingsley Dr., Cincinnati, Ohio 45227 ("Fifth Third") and Dawn M. Martin and Jammie E. Martin, Wife and Husband ("Assumtor's") under the following terms and conditions:

WITNESSETH:

WHEREAS, Fifth Third has previously made a mortgage to Robert G. Bolsinger and Sheila M. Bolsinger, husband and wife ("Borrower's") as their sole and separate property (hereinafter the "Loan"), which is evidenced by a certain Mortgage dated March 14, 2007 (hereinafter the Mortgage"), in the amount of \$56,700.00 and recorded April 4, 2007, in Book 2007 Page 993 in the Official Records of Delaware County, State of Iowa. Said Mortgage covers the following described property:

LEGAL DESCRIPTION EXHIBIT "A"

**THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN DELAWARE COUNTY, IOWA
TO-WIT:**

**SOUTH THIRTEEN (13) FEET OF LOT TEN (10) AND THE NORTH TWENTY SEVEN (27) FEET OF
LOT NINE (9), BLOCK TWO (2) IN COLONY ADDITION TO THE TOWN OF COLESBURG, IOWA.**

PARCEL TAX ID #: 000450000302900

COMMONLY KNOWN AS: 300 MAIN STREET, COLESBURG, IA 52035

WHEREAS, Borrowers Robert G. Bolsinger and Sheila M. Bolsinger are deceased and Dawn M. Martin and Jammie E. Martin are now the owners of the above-described property, having been devised or inherited the same through the statute of descent and distribution (O.R.C. 2105.06), and has requested that Fifth Third agree to Dawn M. Martin and Jammie E. Martin's assumption of the Loan, Note, and Mortgage.

WHEREAS, Fifth Third is willing to consent to the assumption as described herein and Dawn M. Martin and Jammie E. Martin's assumption of the Loan, Note, and Mortgage on the terms and conditions set forth in this Agreement.

2nd
Fifth Third Bank
Linda Roberts
5001 Kingsley Drive
Cincinnati, OH 45227

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, agreements, and promises set forth hereinafter, the parties hereto do covenant and agree as follows:

1. Dawn M. Martin and Jammie E. Martin assumes and agrees to pay Fifth Third all sums due and owing under the terms of the Loan, Note and Mortgage and further agrees to pay and perform all of the Borrowers' obligations to Fifth Third under the Note and Mortgage, with the same effect as though Dawn M. Martin and Jammie E. Martin had signed the Note and Mortgage. Assumptor further specifically agrees to be bound by all conditions, terms, covenants and obligations of the Note, Loan and Mortgage as set forth in each document.

2. Fifth Third consents to Dawn M. Martin and Jammie E. Martin's assumption of the Loan, Note and Mortgage and to the transfer of title in the Property to Assumptor, hereby releasing Robert G. Bolsinger and Sheila M. Bolsinger, (Deceased Borrower's) from any further obligation under the Loan, Note and Mortgage. The consent of Fifth Third, however, is limited to this transaction only. Any other transfer of an interest in the Property shall require the written consent of Fifth Third as provided in the Mortgage.

3. Fifth Third has made no representations and assumes no responsibility to Dawn M. Martin and Jammie E. Martin in reference to any matter relating to the transfer of the Property, including, but not limited to (i) the value, condition, or utility of the Property, (ii) the condition of the title or presence or absence of any liens or encumbrances on the Property, or (iii) the effectiveness of the conveyance to Assumptor.

4. Dawn M. Martin and Jammie E. Martin assumes any matters affecting title to the Property since the date of the recording of the Mortgage as set forth above.

5. As of September 6, 2018 the current principal balance owing under the loan is \$51,087.87. Dawn M. Martin and Jammie E. Martin agrees that in consideration of Fifth Third's acceptance of this Agreement, that the obligation assumed shall, from the date of this agreement, be calculated at the rate of 7.5% percent interest per annum until fully paid or until the next interest change date, should the Mortgage be an Adjustable Rate Mortgage.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures, or caused their corporation names to be subscribed by their authorized officers on the date and year first written above.

Witness

Manly Hernandez
(print name)

Taylor White
Witness

Taylor Wilson
(print name)


Dawn M. Martin
Assumptor

Assumptor


Lammie E. Martin
Assumptor

Jammie E. Martin

Assumptor

A rectangular notary seal stamp. On the left is a circular emblem with a tree and the words "NOTARIAL SEAL" and "IOWA". To the right of the emblem, the text reads: "DONNA OLBERDING", "Commission Number 810654", "My Commission Expires", and "May 21, 2021".


Notary Public

Notary Public

My Commission Expires:

FIFTH THIRD MORTGAGE COMPANY

By: Coral Hundley
Coral Hundley
Officer

Linda Roberts
Linda Roberts
Witness

Julianne C Wunder
Julianne C Wunder
Witness

Before me, a Notary Public in and for said County and State, personally appeared Fifth Third Mortgage Company, by Coral Hundley, Officer, the individual who executed the foregoing instrument and acknowledge that she did examine and read the same and did sign the foregoing instrument, and acknowledge that such act is her free act and deed and the free act and deed of Fifth Third.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on this 19th day of SEPTEMBER, 2018.

Linda Roberts
Notary Public

My Commission Expires: 10/20/2020



LINDA ROBERTS
Notary Public, State of Ohio
My Commission Expires
October 20, 2020

Prepared by and Return to:

FIFTH THIRD MORTGAGE COMPANY Linda Roberts Linda Roberts, 5001
Kingsley Dr, MD: 1MOBAT, Cincinnati, OH 45227, Phone: 513-358-4723