

18-

WHEN RECORDED RETURN TO:

Girard National Bank
Attn: Christy Vulgamore
100 E. Forest Ave., P.O. Box 67
Girard, KS 66743

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 5 Fee: 18.00
BK-0412 PG- 2117 RPTT: 0.00



ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made as of April 3, 2012, by **Armed Forces Bank, N.A.**, successor in interest to Bank Midwest, N.A., 1111 Main Street, Suite 1600, Kansas City, Missouri 64105 ("Assignor"), in favor of Girard National Bank, whose address is 100 E Forest, P. O. Box 67, Girard, KS 66743 ("Assignee").

RECITALS:

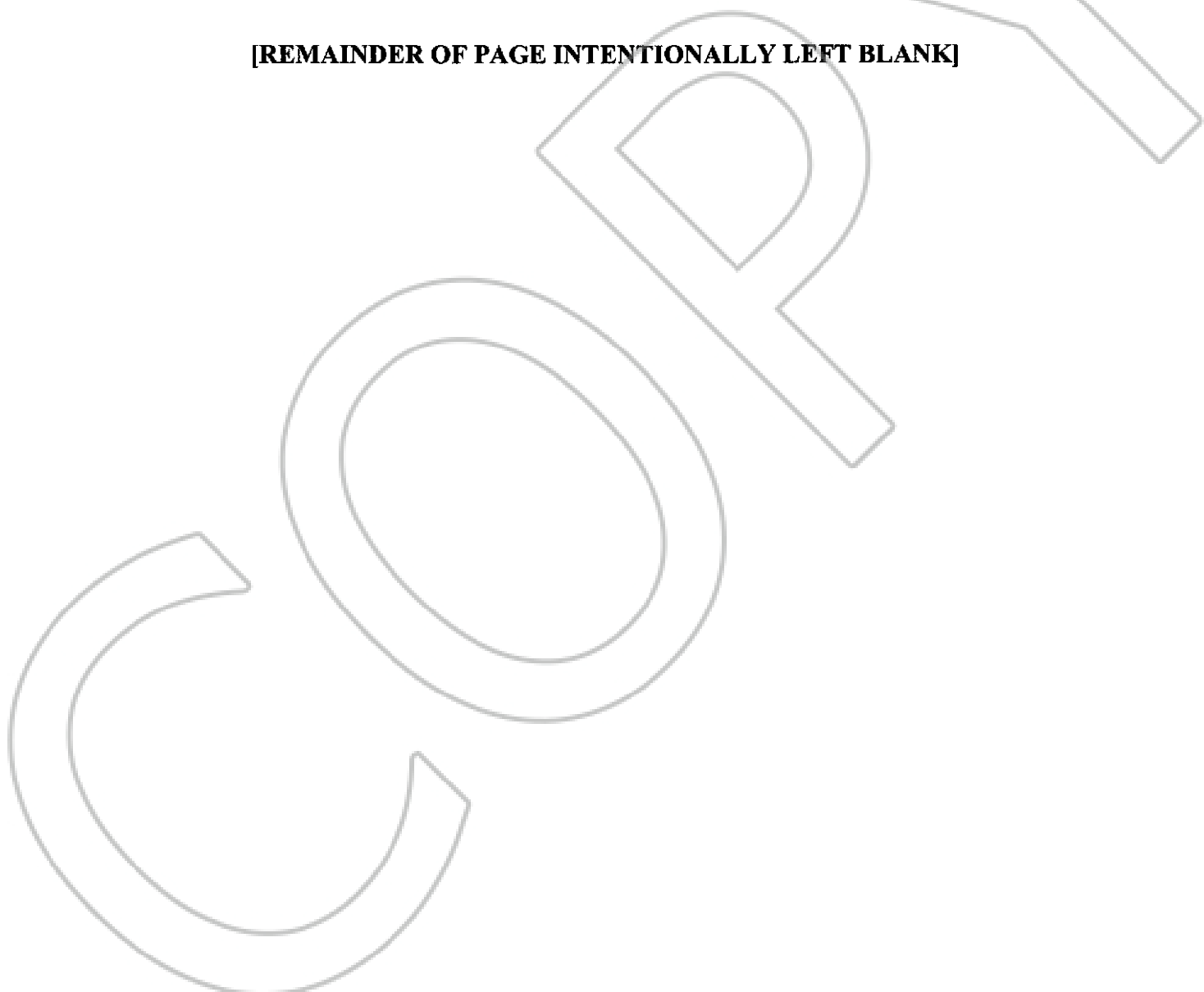
- A. Assignor made a loan ("Loan") evidenced by that certain Promissory Note ("Note") dated January 15, 2008 in the amount of \$2,080,000.00 executed by DFA, LLC ("Borrower"), in favor of Assignor, as lender, as modified from time to time.
- B. The Note is secured in part by the following: (i) that certain Deed of Trust dated January 15, 2008 and recorded on January 15, 2008 in the Official Records of Douglas County, Nevada, as Document No. 716224, in Book 108, Page 2752, executed by Borrower in favor of Assignor, as lender ("Mortgage"), and (ii) that certain Assignment of Rents as of January 15, 2008 and recorded on January 15, 2008 in the Official Records of Clark County, Nevada, as Document No. 716225, in Book 108, Page 2770, executed by Borrower in favor of Assignor, as lender ("Assignment of Rents").
- C. The Mortgage encumbers, among other things, certain real property ("Premises") legally described on the attached **Exhibit A**, which is incorporated herein by this reference as if fully set forth.
- D. Assignee holds 100% of the Loan pursuant to that certain Participation and Servicing Agreement dated as of April 30, 2008 between Assignor and Assignee ("Participation Agreement"), and Assignor wishes to transfer, and Assignee wishes to assume, all rights, duties and obligations under the Loan. Assignor and Assignee acknowledge and agree that the amount of the Loan at the time of execution of the Participation Agreement was \$1,883,706.01.

NOW THEREFORE, in consideration of the foregoing recitals, the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby absolutely assigns, sells, transfers, sets over, and conveys to Assignee the Note, the Mortgage, the Assignment of Rents and any other Loan Documents, **without recourse** (except as otherwise set forth below), all indebtedness secured thereby, and all rights, titles, interests, and all remedies arising thereunder or relating thereto. Assignor does not make, has not made, and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future related to the Loan. Assignee

Assignor makes the following representations and warranties with respect to the Loan, which representations and warranties will terminate within thirty (30) days after the date hereof:

1. Assignor and Assignee are the sole owners of the Loan and the Loan Documents and none of the Loan Documents have been assigned by Assignor to any other party.
2. No amendments or modifications have occurred with respect to the Loan that are not included in the Loan Documents approved by Assignee.
3. To Assignor's knowledge, Assignor is transferring the Loan and the Loan Documents free and clear of any and all liens.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Agreement, by and through the undersigned, pursuant to due authorization, on the day and year first above written.

ASSIGNOR:

Armed Forces Bank, N.A., successor by merger to Bank Midwest, N.A.

By: 
Name: John E. Baxter
Title: SR. Vice President

ASSIGNEE:

Girard National Bank

By: 
Name: Mark Schifferdecker
Title: President & CEO

ACKNOWLEDGMENT

State of Missouri)
) ss. On this third day of April, 2012, before me
County of Jackson) personally appeared John E. Backer to me personally known,
who, being by me duly sworn, did say that he is the Service President of Armed Forces
Bank, N.A., and that this instrument was signed on behalf of Armed Forces Bank, N.A. for the
purposes described therein and he acknowledged this instrument to be the free act and deed of
Armed Forces Bank, N.A.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the
day and year next written above.

My term expires: Aug 2, 2015

Tracy R. Kutter
Notary Public

TRACY R. KUTTER
Notary Public - Notary Seal
STATE OF MISSOURI
Platte County
My Commission Expires Aug. 2, 2015
Commission # 11846540

State of Kansas)
) ss. On this 2nd day of April, 2012, before me personally appeared
County of Crawford) Mark Schifferdecker to me personally known, who, being by me
duly sworn, did say that he is the President & CEO of Girard National Bank and that this
instrument was signed on behalf of Girard National Bank for the purposes described therein and
he acknowledged this instrument to be the free act and deed of Girard National Bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the
day and year next written above.

My term expires: April 14, 2015

Linda R. Garrett
Notary Public SEAL

LINDA R. GARRETT
Notary Public - State of Kansas
My Appt. Expires 4-14-15

**EXHIBIT A
Legal Description**

Lot 1-B1 as set forth on Record of Survey #1 of Lot 1-B OF JEWEL COMMERCIAL PARK PHASE 1 (A COMMERCIAL SUBDIVISION) for CHARLES N. GRANT & KATHLEEN S. GRANT, TRUSTEES OF THE CHARLES N. GRANT AND KATHLEEN S. GRANT REVOCABLE TRUST, u.t.d. SEPTEMBER 6, 2006, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on December 6, 2007, in Book 1207, Page 1119, as Document No. 714402, and by Certificate of Amendment recorded December 18, 2007 in Book 1207, Page 3932 as Document No. 714995.

APN 1220-10-110-009

