

Mail to: First Federal Savings & Loan
P.O. Box 600
Carson City, NV 89701

181-14043-6
escrow #31355

ASSUMPTION AGREEMENT

AGREEMENT, made this 8th day of June, 1979, between ELMER C. WEEKLEY and HARRIET JANE WEEKLEY hereinafter called the "Transferor"; DURAN H. MATTHEWS and MARY SUE MATTHEWS hereinafter called the "Transferee"; and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEVADA, a corporation created and existing under and by virtue of the laws of the United States of America, having its principal place of business in the City of Reno, County of Washoe, State of Nevada, hereinafter called the "Association";

W I T N E S S E T H:

WHEREAS, the Transferor did on 8 October, 1975 execute and deliver unto the Association a Note in the sum of FIFTY TWO THOUSAND AND NO/100----- Dollars (U.S. \$ 52,000.00) for the payment of said principal sum together with interest thereon at the rate and upon the terms as more fully set forth in said Note; and

WHEREAS, the Transferor did also execute, acknowledge and deliver a Deed of Trust of even date therewith which Deed of Trust was recorded in Book 1075, at page 360, under Document Number 83728, Official Records of Douglas County, and which Deed of Trust covered the premises described as follows:
Lot 13, in Block A, as shown on the map entitled "ROUND HILL VILLAGE, UNIT NO. 3", filed for record in the office of the County Recorder of Douglas County, State of Nevada, on November 24, 1965, as Document No. 30185.

WHEREAS, the Association is the holder of said Note and Deed of Trust; and there is now due and owing the sum of FORTY EIGHT THOUSAND SIX HUNDRED SIX AND NO/100----- Dollars (U.S. \$ 48,606.00), with interest thereon at the rate of eight and five tenths percent (8.500 %) per annum from 1 December, 1975, said indebtedness being payable by equal consecutive monthly payments of FOUR HUNDRED THIRTY EIGHT AND NO/100----- Dollars (\$ 438.00) on the 1st day of each month, and the entire indebtedness due and payable on 1 October, 1997, and

WHEREAS, the Transferor has conveyed the premises described above to the Transferee; and

WHEREAS, the Transferor and Transferee have requested the Association to release the Transferor from the obligation to pay the principal sum of said Note and Deed of Trust and interest thereon, provided the Transferee assumes the obligation to pay the remaining indebtedness set forth above.

NOW, THEREFORE, in consideration of the foregoing promises and other good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual promises of the Parties hereto, the Parties hereto do hereby mutually covenant and agree as follows:

1. The Transferee does hereby assume and agree to pay the principal sum of the indebtedness evidenced by the Note and secured by said Deed of Trust, reduced as of 1 July, 1979, to the principal sum of \$ 48,417.92 together with interest at the rate of ten and seven tenths percent (10.700%) per annum, in accordance with the terms of said Note and Deed of Trust, or as said terms may from time to time be modified or changed, with the same force and effect as if the said instruments had originally been executed by them.

2. The Association does hereby relieve and release the Transferor of and from any and all further liability or obligation to make the payments provided for pursuant to the terms of the said Note and Deed of Trust above referred to, and the Association hereby agrees that it will not institute any action, suit, claim or demand in law or in equity against the Transferor for or on account of the indebtedness secured by said Note and Deed of Trust nor on account of any failure of performance of any of the covenants or terms of the said Note and Deed of Trust, but it is expressly understood and agreed by the Parties hereto that this agreement shall not be deemed to be or construed as a release of the debt nor shall anything herein contained in any manner or form impair the validity of the lien of the said Note and Deed of Trust.

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There are no offsets or defenses to the said Note and Deed of Trust or to the amount of the debt as hereinbefore set forth.

Except as modified by this agreement, all the provisions of said Note and Deed of Trust are and shall remain in full force and effect and are and shall be performed by the Transferee.

This agreement shall be binding upon and inure to the benefit of the Parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their signatures the day and year in this Agreement first above written.

Robert M. Oliver
Robert M. Oliver

Nancy F. Oliver
Nancy F. Oliver TRANSFEROR(S)

Duran H. Matthews et
Duran H. Matthews

Mary Sue Matthews
Mary Sue Matthews TRANSFEREE(S)

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
OF NEVADA

By Karen Bittleston
Karen Bittleston, Assistant Vice President

STATE OF NEVADA)
COUNTY OF Douglas) SS.

On this 8th day of June, 1979, personally appeared before me, a Notary Public, Robert M. Oliver, Nancy F. Oliver, who acknowledged to me that e executed the above instrument.



NELGENE HERGET
Notary Public - State of Nevada
Douglas County
My Commission expires Aug. 18, 1981

Nelgene Herget
Notary Public

STATE OF NEVADA)
COUNTY OF Douglas) SS.

On this 8th day of June, 1979, personally appeared before me, a Notary Public, Duran H. Matthews, Mary Sue Matthews, who acknowledged to me that e executed the above instrument.



NELGENE HERGET
Notary Public - State of Nevada
Douglas County
My Commission expires Aug. 18, 1981

Nelgene Herget
Notary Public

STATE OF NEVADA)
COUNTY OF _____) SS.

On this _____ day of _____, 19____, personally appeared before me, a Notary Public, _____, who acknowledged to me that they executed the above instrument.

Notary Public

STATE OF NEVADA)
CARSON CITY) SS.
COUNTY OF _____)

On this 7th day of June, 1979, personally appeared before me, a Notary Public, Karen Bittleston, known to me to be the Assistant Vice President of the corporation that executed the above instrument, who acknowledged that she executed the same.



NANELL THURMAN
Notary Public - State of Nevada
Carson City
My Commission expires Sept. 29, 1982

Nanell Thurman
Notary Public

COPY

REQUESTED BY
LAWYERS TITLE INS. CORP.

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

5.00 pd

1979 JUL -5 AM 9:12

MARIE A. RABEL

RECORDED

Donna Fuchter

(Dep)

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