

ASSUMPTION and RELEASE OF LIABILITY AGREEMENT

WHEREAS, the EL DORADO SAVINGS & LOAN ASSN., a corporation, is the owner and holder of a Note secured by a Deed of Trust to said Association for its benefit, recorded in the office of the County Recorder of the County of Douglas, State of Nevada, in Book 976 of Official Records of said county at page 665 dated the 23rd day of August, 19 76, for an original sum of FORTY NINE THOUSAND FIVE HUNDRED FIFTY and No/100 Dollars (\$ 49,500.00) which provides for additional advances to be secured by said Deed of Trust. Receipt of copies of said Note and Deed of Trust are hereby acknowledged by the undersigned. The undersigned further acknowledge that we understand that the said Note and Deed of Trust may contain certain pre-payment penalties and we hereby agree to such terms and conditions.

AND, WHEREAS, the undersigned are now acquiring legal title to the premises described in said Deed of Trust:

NOW, THEREFORE, the undersigned by these presents, does assume the indebtedness owing to the EL DORADO SAVINGS & LOAN ASSN., a corporation, evidenced by said Note and Deed of Trust hereinabove referred to; and in consideration of the EL DORADO SAVINGS & LOAN ASSN., a corporation, transferring said loan and indebtedness to the undersigned as owner of the premises herein referred to:

IT IS AGREED that the total unpaid balance of said indebtedness at this date is

FORTY FIVE THOUSAND TWO HUNDRED FIFTY SEVEN & 19/100 Dollars (\$ 45,257.19) and that the monthly installments on said total indebtedness shall be payable

FIVE HUNDRED TEN and 92/100 Dollars (\$ 510.92) per month, beginning January 1 19 83. Future interest upon said entire indebtedness shall be as follows:

12.125 percent per annum. Present impound balance \$ n/a

This note is due and payable in full on September 1, 2001
In all other respects said Note and Deed of Trust shall remain unaffected, unchanged and unimpaired by reason of this agreement. The undersigned promises to carry out all of the obligations of the Trustor under the Deed of Trust.

The undersigned represents to said Association that the property securing said indebtedness is free and clear of any lien except for said indebtedness and is the property of the undersigned subject to said indebtedness. The undersigned further agrees that the property described in the said Deed of Trust shall be held as security for any and all indebtedness of the undersigned whether now existing or hereafter created. The undersigned does hereby request that copies of the Notice of Default and Notice of Sale be sent to the mailing address hereinbelow set forth.

We request that the El Dorado Savings and Loan Association release Henry H. and Linda D. Hom from all liability arising out of their execution of said Note and Deed of Trust.

IN WITNESS WHEREOF, this agreement is executed, sealed and delivered this 1st day of December, 19 82.

MAILING ADDRESS

Box 1527
Spring Lake NV 89448

Maureen Marshall
Maureen Marshall

(New Owners)

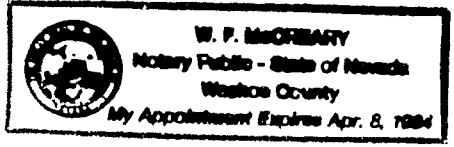
STATE OF ~~CALIFORNIA~~ NEVADA
COUNTY OF Douglas) ss.

On this 1st day of December in the year one thousand nine hundred and Eighty-two before me, W.F. McCreary, a Notary Public, State of California, duly commissioned and sworn, personally appeared Maureen Marshall

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Douglas the day and year in this certificate first above written.

W.F. McCreary
Notary Public, State of California



ASSUMPTION and RELEASE OF LIABILITY AGREEMENT

NOTICE OF SALE

The undersigned being the former owners of the real property described in the above Assumption and Release of Liability Agreement, do hereby notify the EL DORADO SAVINGS & LOAN ASSN. that we have sold said real property to the above-named new owners and we request that the said Association transfer said loan on its records to the said new owners and we do hereby assign to the new owners any and all impounds or other credits to which we may be entitled. We request that the El Dorado Savings and Loan Association release us from all liability arising out of our execution of the subject Note and Deed of Trust.

We do further acknowledge that we have read and approved the above Assumption and Release of Liability Agreement and that we are aware that the interest rate provided for in the Promissory Note may have been changed. We do hereby subordinate any liens which we may have against any said real property to all the terms and conditions of the above Assumption and Release of Liability Agreement. We do hereby warrant that this sale was validly made, that the agreement therefor is in all respects enforceable, and that at the time thereof, we were not, and are not now, in default of any of the provisions or requirements of the promissory note evidencing said loan, nor of the Deed of Trust securing the same. We expressly hold harmless EL DORADO SAVINGS & LOAN ASSN. of any claims or liability of any kind arising out of this sale and assumption, including, but not limited to, rescision, offset or breach of warranty.

IN WITNESS WHEREOF, this agreement is executed, sealed and delivered this third day of

December, 1982.

FORWARDING ADDRESS

Henry H. Hom
Henry H. Hom

Linda D. Hom
Linda D. Hom

(Former Owners)

STATE OF CALIFORNIA }
COUNTY OF SAN FRANCISCO } ss.

On this 3rd day of DECEMBER in the year one thousand nine hundred and 82 before me, ALICE WATSON, a Notary Public, State of California, duly commissioned and sworn, personally appeared LINDA D. HOM & HENRY H. HOM

known to me to be the persons... whose name ARE subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the STATE OF CALIFORNIA County of SAN FRANCISCO the day and year in this certificate first above written.

Alice Watson
Notary Public, State of California



(TO BE COMPLETED WHEN OTHER LIENS EXIST.)

The undersigned being the holder of that certain _____ recorded in Book _____ page _____ official records of the county of _____ do hereby subordinate said lien to all of the terms and conditions of the above Assumption and Release of Liability Agreement which we have read and approved.

Date _____

STATE OF CALIFORNIA }
COUNTY OF _____ } ss.

On this _____ day of _____ in the year one thousand nine hundred and _____ before me, _____, a Notary Public, State of California, duly commissioned and sworn, personally appeared _____

known to me to be the person... whose name _____ subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the _____ County of _____ the day and year in this certificate first above written.

Notary Public, State of California

The EL DORADO SAVINGS & LOAN ASSOCIATION, being the owner and holder of the Note secured by Deed of Trust described in the within and foregoing Assumption and Release of Liability Agreement, and having been requested to approve the assumption therein described, and in reliance upon the representations and warranties hereinabove made, does hereby approve the said Assumption and Release of Liability Agreement and, further, pursuant to the request of the new owners and former owners, does hereby release Henry H. & Linda D. Hom the former owners, from any and all liability arising out of their execution of the subject Note and Deed of Trust.

Dated: November 22, 1982

73876

LIBER 1282 PAGE 649

EL DORADO SAVINGS & LOAN ASSOCIATION,

By: [Signature]

COPY

REQUESTED BY
DOUGLAS COUNTY TITLE
DIVISION
OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
1982 DEC -9 PM 1:17
SUZANNE BEAUDREAU
RECORDER

Suzanne Beaudreau
851 1st St. Dep. LIBER 73876 PAGE 650