

7245

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 ~~California~~ Nevada, in Book 778 of Official Records of said county at page 1415 dated the Sixth day of July, 19 78, for an original sum of FORTY-TWO THOUSAND AND NO/100 Dollars (\$ 42,000.00) 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

THIRTY-NINE THOUSAND TWO HUNDRED SEVENTY ONE & 51/100 Dollars (\$ 39,271.51) and that the monthly installments on said total indebtedness shall be payable

FOUR HUNDRED THIRTY SIX AND 55/100 Dollars (\$ 436.55) per month, beginning June 1 19 84. Future interest upon said entire indebtedness shall be as follows:

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

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 Robert H. and Barbara K. Lamerdin 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 19th day of May, 1984.

MAILING ADDRESS

Thomas C. Booth, III
Lois D. Booth (New Owners)

STATE OF CALIFORNIA }
 COUNTY OF } ss.

On this 19th day of May in the year one thousand nine hundred and 84 before me, James Herman, a Notary Public, State of California, duly commissioned and sworn, personally appeared Thomas C. Booth III and Lois D. Booth known to me to be the person S. whose name subscribed to the within instrument and acknowledged to me that The f. executed the same.

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

James Herman
 Notary Public, State of California
 JAMES C. HERMAN
 Notary Public of New Jersey
 My Commission Expires May 15, 1988

SEAL

REQUESTED BY
 DOUGLAS COUNTY TITLE
 IN OFFICIAL RECORDS OF
 DOUGLAS CO. NEVADA
45:00 PL
 1984 MAY 23 PM 12:33

SUZANNE BEAUDREAU
 RECORDER

Betty Henderson
 Rep